





Digitized by the Internet Archive  
in 2008 with funding from  
Microsoft Corporation

<http://www.archive.org/details/formsuseofblanks01hent>







BBRW

24221/65







THE  
 1891  
 IN THE  
 COURT OF THE COMMON PLEAS  
 FOR THE COUNTY OF MIDDLESEX  
 BETWEEN  
 THE  
 BANK OF ENGLAND  
 PLAINTIFF  
 AND  
 THE  
 BANK OF AMERICA  
 DEFENDANT

The following is a list of the names of the  
 persons who have been appointed as  
 trustees of the Bank of America  
 since the death of the late  
 John D. Rockefeller, Esq.  
 who died on the 23rd day of  
 September, 1890.  
 The names of the trustees are  
 as follows:

The following is a list of the names of the  
 persons who have been appointed as  
 trustees of the Bank of America  
 since the death of the late  
 John D. Rockefeller, Esq.  
 who died on the 23rd day of  
 September, 1890.  
 The names of the trustees are  
 as follows:



BBRN

# BANCROFT'S CATALOGUE OF LAW BOOKS. 1866.

H. H. BANCROFT & CO.,  
BOOKSELLERS AND STATIONERS,  
SAN FRANCISCO, CAL.

## ENGLISH.

English Common Law Reports .....	106 vols.	\$530 00
English Common Law Index .....	2 vols.	9 00
Harrison's Digest .....	7 vols.	75 00
Coventry and Hughes's Digest...	2 vols.	9 00
English Admiralty Reports .....	9 vols.	81 00
Pritchard's Admiralty Digest .....		5 50
English Law and Equity Digest .....		5 50
English Exchequer Reports .....	45 vols.	225 00
English Exchequer Digest .....		8 00
English Chancery Reports .....	43 vols.	185 00
East's Reports.....	16 vols. in 8	32 00

## AMERICAN.

### UNITED STATES STATUTES.

Laws of United States—Official Edition.....	13 vols.	97 50
Synoptical Index to ditto.....		7 50
Brightly's Digest of the Laws..... 1789-1859		7 50
Brightly's Supplement..... 1859-1865		6 50

### UNITED STATES SUPREME COURT.

Dallas's Reports..... 1790-1800	4 vols.	20 00
Cranch's Reports..... 1800-1815	9 vols.	45 00
Wheaton's Reports..... 1816-1827	12 vols.	60 00
Peters's Condensed Reports of Cases in Dallas, Cranch, and Wheaton.....	6 vols.	30 00

## H. H. BANCROFT AND COMPANY'S

Peters's Reports.....	1827-1843	16 vols.	\$80 00
Howard's Reports.....	1843-1861	24 vols.	156 00
Black's Reports.....	1861-1862	2 vols.	13 00
Wallace's Reports.....	1862-1865	2 vols.	13 00
Curtis's United States Supreme Court Decisions, comprising the 58 volumes of Cases from the 1st Dallas to and including the 17th Howard, with Notes and a Digest.....			
	1790-1854	22 vols.	110 00
Curtis's Digest U. S. S. C. Decisions, sold separately...			6 50
United States Digest.....		22 vols.	149 00
United States Equity Digest.....		2 vols.	13 00
United States Criminal Digest.....			6 50
American Chancery Digest.....		3 vols.	16 50
Opinions of Attorneys-General.....		8 vols.	44 00
Andrews's Digest of Opinions of Attorneys-General...			4 50

### UNITED STATES CIRCUIT COURTS.

#### First Circuit.

Gallison's Reports.....	1812-1815	2 vols.	15 00
Mason's Reports.....	1816-1830	5 vols.	37 50
Sumner's Reports.....	1830-1839	3 vols.	22 50
Story's Reports.....	1839-1845	3 vols.	22 50
Woodbury and Minot's Reports.....	1845-1847	3 vols.	22 50
Curtis's Reports.....	1851-1856	2 vols.	15 00

#### Second Circuit.

Paine's Reports.....	1810-1840	2 vols.	13 00
Blatchford's Reports.....	1845-1857	3 vols.	19 50

#### Third Circuit.

Wallace's Reports.....	1801	1 vol.	7 50
Washington's C. C. Reports.....	1803-1827	4 vols.	28 00
Peters's C. C. Reports.....	1803-1818	1 vol.	6 00
Baldwin's Reports.....	1829-1833	1 vol.	7 50
Wallace, Junior's, Reports.....	1842-1853	2 vols.	15 00

#### Fourth Circuit.

Marshall's Decisions.....	1802-1833	vol. 2	6 00
---------------------------	-----------	--------	------

#### Seventh Circuit.

McLean's Reports.....	1829-1855	6 vols.	39 00
-----------------------	-----------	---------	-------

#### Ninth Circuit.

Hempstead's Reports.....	1839-1856	1 vol.	6 50
--------------------------	-----------	--------	------

#### District of Columbia.

Cranch's C. C. Reports.....	1801-1841	6 vols.	39 00
-----------------------------	-----------	---------	-------



# CATALOGUE OF LAW BOOKS.

---

## UNITED STATES DISTRICT COURTS.

### District of Massachusetts.

Sprague's Decisions.....	1841-1861	1 vol.	\$7 50
--------------------------	-----------	--------	--------

### District of Maine.

Ware's Reports.....	1822-1839	1 vol.	6 50
Davies's Reports .....	1839-1849	1 vol.	6 50

### District of Vermont.

Reported in vols. 20, 21, 22, 23, 24, 25, and 29, Vermont Reports.

### District of New York.

Van Ness's Reports.....	1814	1 vol.	2 50
Blatchford and Howland's Reports, (Betts's Decisions).....	1827-1837	1 vol.	6 50
Olcott's Reports, Betts's Decisions.....	1843-1850	1 vol.	6 50
Abbott's Reports, Betts's Decisions.....	1847-1850	1 vol.	6 50

### District of Pennsylvania.

Peters's Admiralty Decisions.....	1792-1807	2 vols.	9 00
Gilpin's Reports. ....	1828-1836	1 vol.	7 50
Crabbe's Reports .....	1836-1846	1 vol.	7 50

### District of South Carolina.

Bee's Admiralty Reports .....	1792-1805	1 vol.	6 50
-------------------------------	-----------	--------	------

### Districts of Michigan, Louisiana, &c.

Newberry's Admiralty Reports.....	1842-1857	1 vol.	7 50
-----------------------------------	-----------	--------	------

### District of Arkansas.

Hempstead's Reports.....	1820-1849	1 vol.	7 50
--------------------------	-----------	--------	------

### District of California.

McAllister's Reports .....	1855-1859	1 vol.	6 50
----------------------------	-----------	--------	------

### Court of Claims.

Devereaux's Reports.....	1856	1 vol.	4 50
--------------------------	------	--------	------

## STATE REPORTS AND DIGESTS.

### Alabama.

Alabama Reports.....	1840-1855	36 vols.	270 00
Reavis's Digest.....	1850	1 vol.	9 00
Shepherd's Digest, in continuation.....	1858	1 vol.	10 00

### Arkansas.

Arkansas Reports .....	1837-1860	21 vols.	157 50
------------------------	-----------	----------	--------

**California.**

California Reports.....	1850-1866	27 vols.	\$310 00
Labatt's Digest of Reports.....			17 50
Statutes of California.....	1850-1866	16 vols.	98 00
Statutes of California.....	1850-1866	16 vols. in 13	83 00
General Laws of California, 1850-1864, an exhaustive and invaluable work, compiled from the Original Statutes by Theodore H. Hittell, Esq., Counsellor-at-Law, San Francisco.....	1865	2 vols.	20 00
The New California Practice Act, compiled and annotated with great care by Charles H. Parker, Esq., of the San Francisco Bar, Revised, 1866.....			10 00
California Probate Law and Practice, by D. P. Belknap, Esq., Counsellor-at-Law, with an Appendix of Forms, Revised, 1866.....			7 50
The New Law and Form Book, containing Instructions in ordinary Law Matters, under the Statutes of California, Oregon, Washington, Nevada, and Idaho, with Forms, 1865.....			7 50
Mining Laws of California and Mexico, with Forms, by H. B. Congdon, Esq., 1866.....			
Forms and Use of Blanks, being a collection of more than One Thousand Forms, carefully drawn under the Statutes of California, Nevada, Oregon, Washington, and Idaho, embracing the entire ground of Forms used in all Courts of Justice, Commercial and Business Transactions, with full Directions as to Stamps, Recording, Witnessing, &c., by E. W. Hent, Esq., of the San Francisco Bar, 1866.....		2 vols.	15 00
Practice Pleadings and Forms, under the Civil Practice Act of the State of California, by James C. Cary, Esq., of the San Francisco Bar, 1866....			10 00
A Treatise on Justices of the Peace in California, Nevada, Oregon, Washington, and Idaho, by E. W. Hent, Esq., Counsellor-at-Law, San Francisco, 1866.....			10 00

**Connecticut.**

Connecticut Reports.....	1814-1864	32 vols.	192 00
Waterman's Digest.....	1858		9 00

**Delaware.**

Delaware Reports .....	1832-1858	6 vols.	60 00
------------------------	-----------	---------	-------

**Florida.**

Florida Reports].....	1846-1859	8 vols.	54 00
-----------------------	-----------	---------	-------

**Georgia.**

Georgia Reports.....	1846-1861	29 vols.	188 50
Cobb's Digest of Reports.....	1852		7 50
Millen's Digest, in continuation.....	1859		10 00

**Idaho.**

Statutes, First Session.....	1863-1864		10 00
------------------------------	-----------	--	-------

**Illinois.**

Illinois Reports .....	1819-1863	32 vols.	208 00
Freeman's Digest .....	1865	3 vols.	22 50



# CATALOGUE OF LAW BOOKS.

## Indiana.

Indiana Reports.....	1848-1865	23 vols.	\$149 50
Perkins's Digest .....	1858		7 50
Gilman's Digest.....			5 00

## Iowa.

Iowa Reports .....	1859-1864	16 vols.	104 00
Dillon's Digest .....			7 50

## Kansas.

Kansas Reports.....		2 vols.	13 00
---------------------	--	---------	-------

## Kentucky.

Bibb's Reports .....	1808-1817	4 vols.	24 00
A. K. Marshall's Reports .....	1817-1821	3 vols. in 2	13 00
Littell's Reports .....	1822-1824	6 vols. in 3	25 00
Littell's Select Cases.....	1795-1821		
T. B. Monroe's Reports.....	1824-1828	7 vols. in 3	30 00
J. J. Marshall's Reports .....	1829-1832	7 vols. in 4	30 00
Dana's Reports.....	1833-1840	9 vols. in 5	42 00
Ben. Monroe's Reports.....	1840-1858	18 vols.	135 00
Metcalf's Reports.....	1859-1863	4 vols.	30 00
Duval's Reports .....	1863-1865	1 vol.	7 50
Monroe and Harlan's Digest.....	1793-1853	2 vols.	18 00

## Louisiana.

Louisiana Condensed Reports .....	1809-1821	4 vols.	44 00
Martin's Reports.....	1823-1830	20 vols. in 10	75 00
Louisiana Reports .....	1830-1841	10 vols.	75 00
Robinson's Reports .....	1841-1846	12 vols.	90 00
Louisiana Annual Reports.....	1846-1860	15 vols.	147 50
Hennen's Digest.....	1852	2 vols.	20 00

## Maine.

Maine Reports .....	1820-1862	50 vols.	250 00
Eastman's Digest .....		vols. 1 to 26	7 50
Virgin's Digest .....		vols. 27 to 43	7 50

## Maryland.

Maryland Reports .....	1851-1863	20 vols.	140 00
Maryland Digest.....	1700-1857	3 vols.	24 00

## Massachusetts.

Quincy's Reports .....	1761-1792	1 vol.	7 50
Massachusetts Reports .....	1804-1822	17 vols.	59 50
Pickering's Reports.....	1822-1840	24 vols.	132 00
Metcalf's Reports .....	1840-1847	13 vols.	71 50
Cushing's Reports.....	1848-1853	12 vols.	66 00
Gray's Reports.....	1854-1861	14 vols.	77 00
Allen's Reports.....	1861-1864	9 vols.	58 50
Massachusetts Digest .....	1804-1857	2 vols.	15 00

## H. H. BANCROFT AND COMPANY'S

<b>Michigan.</b>			
Michigan Reports.....	1847-1864	13 vols.	\$84 50
Cooley's Digest .....			
<b>Minnesota.</b>			
Minnesota Reports.....	1851-1864	9 vols.	45 00
<b>Mississippi.</b>			
Mississippi Reports .....	1818-1860	38 vols.	266 00
Snede's Digest .....			7 50
<b>Missouri.</b>			
Missouri Reports .....	1821-1863	33 vols.	247 50
Barelay's Digest .....	1859		7 50
<b>Nevada.</b>			
Statutes of Nevada.....	1861-1865	4 vols.	32 00
<b>New Hampshire.</b>			
New Hampshire Reports .....	1816-1863	44 vols.	286 00
Gilchrist's Digest .....	1846		6 50
Bell's Digest, in continuation.....	1858		9 00
<b>New Jersey.</b>			
New Jersey Law Reports.....	1790-1863	28 vols.	182 00
New Jersey Chancery Reports.....	1830-1862	14 vols.	91 00
Halsted's Digest .....		2 vols.	7 50
<b>New York.</b>			
<i>Supreme Court.</i>			
Johnson's Cases.....	1799-1803	3 vols.	15 00
Caine's Reports.....	1803-1805	3 vols.	15 00
Johnson's Reports .....	1806-1823	20 vols.	70 00
Anthon's Nisi Prius Reports .....	1808-1818	1 vol.	5 00
Cowen's Reports .....	1823-1828	9 vols.	50 00
Wendell's Reports.....	1828-1841	26 vols.	143 00
Hill's Reports .....	1841-1845	7 vols.	35 00
Denio's Reports .....	1845-1848	5 vols.	25 00
Lalor's Supplement to Hill and Denio.....	1842-1844	1 vol.	6 00
Barbour's Reports .....	1847-1866	43 vols.	258 00
<i>Court of Appeals.</i>			
Howard's Cases.....			7 50
Comstock's Reports (N. Y. Reports, 4 vols.)	1847-1851	4 vols.	24 00
Selden's Reports (N. Y. Reports, 10 vols.)..	1851-1854	6 vols.	39 00
Kernan's Reports (N. Y. Reports, 14 vols.)	1854-1856	4 vols.	24 00
Smith's Reports (N. Y. Reports, 27 vols.)..	1857-1863	13 vols.	65 00
Tiffany's Reports (N. Y. Reports, 32 vols.)..	1863-1865	5 vols.	30 00

# CATALOGUE OF LAW BOOKS.

## *Superior Court.*

Sanford's Superior Court Reports.....	1847-1852	5 vols.	\$37 50
Duer's Reports.....	1852-1856	6 vols.	45 00
Bosworth's Reports.....	1856-1866	10 vols.	75 00

## *Practice Reports.*

Howard's Practice Reports.....	1844-1866	30 vols.	150 00
Abbott's Practice Reports.....	1854-1865	19 vols.	95 00

## *Court of Common Pleas.*

E. D. Smith's Reports.....	1850-1858	4 vols.	26 00
Hilton's Reports.....	1858-1861	2 vols.	13 00
Daly's Reports.....	1861-1866	1 vol.	7 50

## *Chancery.*

Johnson's Chancery Reports.....	1814-1823	7 vols.	36 00
Hopkins's Reports.....	1823-1826	1 vol.	6 00
Paige's Reports.....	1828-1845	11 vols.	68 00
Barbour's Chancery Reports.....	1845-1848	3 vols.	16 50
Edwards's Reports.....	1831-1850	4 vols.	22 00
Hoffman's Reports.....	1839-1840	1 vol.	6 00
Sanford's Chancery Reports.....	1743-1847	4 vols.	22 00

## *Surrogate's Court.*

Bradford's Reports.....	1849-1857	4 vols.	27 00
Redfield's Reports.....	1857-1860	1 vol.	6 75

## *Criminal Law.*

Wheeler's Criminal Cases.....	1796-1824	3 vols.	45 00
Parker's Criminal Reports.....	1839-1866	5 vols.	33 75

## *Codes, Digests, and Statutes.*

Code Reports.....	1848-1851	4 vols.	12 00
Voorhies's Code.....		1 vol.	7 50
Howard's Code.....		1 vol.	6 00
Lockwood's Reversed Cases.....		1 vol.	5 00
Clinton and Spencer's Digest.....		3 vols.	28 00
Abbott's Digest.....		6 vols.	39 00
Revised Statutes.....		4 vols.	26 00
Tiffany's Court of Appeals Digest.....			6 50

## **North Carolina.**

North Carolina Law Reports.....	1797-1860	38 vols.	342 00
North Carolina Equity Reports.....	1828-1860	19 vols.	171 00
Iredell's Digest.....	1840	3 vols.	22 50

## **Ohio.**

Ohio Reports.....	1821-1851	20 vols.	130 00
Ohio State Reports.....	1852-1865	15 vols.	97 50
Gholson's Digest.....			



**Oregon.**

Oregon Reports .....	1 vol.	\$7 50
Oregon Statutes.....	1 vol.	7 50

**Pennsylvania.**

Pennsylvania State Reports..... 1844-1865	49 vols.	245 00
Wharton's Digest.....	2 vols.	15 00
Wharton's Digest, Supplement .....	1 vol.	10 00

**Rhode Island.**

Rhode Island Reports..... 1828-1861	6 vols.	36 00
-------------------------------------	---------	-------

**South Carolina.**

South Carolina Law Reports..... 1783-1860	40 vols.	300 00
South Carolina Chancery Reports..... 1785-1858	28 vols.	210 00

**Tennessee.**

Tennessee Reports..... 1791-1860	39 vols.	292 50
Valentine's Digest .....	1848	7 50

**Texas.**

Texas Reports..... 1846-1860	24 vols.	216 00
Digest Texas Reports .....		12 00

**Vermont.**

Vermont Reports..... 1826-1865	36 vols.	216 00
Washburn's Digest.....	2 vols.	12 00

**Virginia.**

Virginia Reports .....	1730-1859	61 vols.	457 50
------------------------	-----------	----------	--------

**Washington.**

Washington Territory Reports..... 1854-1864		5 00
---	--	------

**Wisconsin.**

Wisconsin Reports.....	1853-1865	18 vols.	117 00
Wisconsin Digest .....	1865	1 vol.	9 00

# TEXT-BOOKS.

- ABBOTT'S FORMS of Practice and Pleading.** A new edition. 2 vols. New York, 1864. \$11.00
- Abbott's Forms in Conveyancing.** New York, 1866. 7.50
- Abbott's Digest of the Law of Corporations.** New York, 1866. (In press.)
- Abbott on Shipping.** Eighth edition. Boston. (In press.)
- Adams's Equity.** Fourth edition. Philadelphia, 1859. 6.50
- Adams on Ejectment.** Fifth edition. New York, 1866. (In press.)
- Addison on Contracts.** Third American edition. Philadelphia. (In preparation.)
- Addison on Wrongs.** Philadelphia. (In preparation.)
- American Leading Cases.** Fourth edition. 2 vols. Philadelphia, 1857. 13.50
- American Railway Cases.** 2 vols. Boston, 1855-1864. 10.00
- Amos and Ferard on Fixtures.** Second edition. New York, 1855. 3.50
- Andrews's Revenue Laws of the United States.** Boston, 1858. 4.50
- Angell and Ames on Corporations.** Eighth edition. Boston. (In press.)
- Angell on Common Carriers.** Third edition. Boston, 1857. 6.50
- Angell on Fire and Life Insurance.** Second edition. Boston, 1855. 6.50
- Angell on Highways.** Boston, 1866. Second edition. (In press.)
- Angell on Limitations.** Fourth edition. Boston, 1861. 6.50
- Angell on Tide-Waters.** Second edition. Boston. 6.50
- Angell on Water-Courses.** Sixth edition. Boston, 1866. (In press.)
- Anthon's Law Student.** New York, 1850. 4.50
- Appleton on Evidence.** Philadelphia, 1863. 3.00
- Archbold's Civil Pleading.** New York, 1838. 5.00
- Archbold's Criminal Pleading and Evidence.** Seventh edition. 2 vols. New York, 1860. 13.50
- Archbold's Justice of the Peace.** 3 vols. London, 1840. 15.00
- Archbold's Law of Nisi Prius.** Third American edition. 2 vols. Philadelphia, 1853. 10.00
- Archbold's Practice.** Second American edition. 2 vols. New York, 1838. 9.00
- Arundell on Mines.** London, 1862. 2.50
- BACON'S ABRIDGMENT.** 10 vols. Philadelphia, 1856. 55.00
- Bainbridge on Mines.** Second edition. London, 1856. 15.00
- Baldwin on the Constitution.** Philadelphia, 1837. 2.50
- Bancroft's New Law and Form Book,** an invaluable Hand-Book of Reference, by D. P. Belknap, Esq. Third edition, revised. San Francisco, 1865. 7.50
- Bancroft's Practice Act.** The California Practice Act, thoroughly Annotated by Charles H. Parker, Esq., and kept revised to date. San Francisco, 1866. 10.00
- Barbour on Parties to Actions at Law.** Albany, 1864. 6.00
- Barbour's Criminal Law.** Second edition. New York, 1852. 7.50
- Barton's Suit in Equity.** Cincinnati, 1859. 3.00
- Bateman's Commercial Law.** Philadelphia, 1860. 6.50
- Beadle's American Lawyer and Form Book.** New York, 1862. 1.00
- Beck's Medical Jurisprudence.** Twelfth edition. 2 vols. Philadelphia, 1864. 14.00
- Belknap's Probate Law,** containing all the Statutes and Judicial Decisions of the State of California relating to the Subject, with numerous Forms. Third edition. San Francisco, Revised. 1860. 7.50
- Benedict's Treatise on Justices,** in New York. Fourth edition. Albany, 1858. 5.50
- Bennett and Heard's Leading Criminal Cases.** 2 vols. Boston, 1856. 12.00
- Best's Presumptive Evidence.** (In press.)
- Betts's Admiralty Practice.** New York, 1838. 3.50
- Bingham and Colvin on Rents, Covenants, and Conditions.** Albany, 1857. 3.00
- Bingham on Infancy.** Second edition. Albany, 1849. 4.00
- Bishop on Criminal Law.** Third edition. Boston, 1866. 2 vols. 15.00
- Bishop on Criminal Procedure.** 2 vols. Boston. (In preparation.)
- Bishop on Highways and Roads.** Fifth edition. New York, 1863. 3.00
- Bishop on Marriage and Divorce.** Fourth edition. 2 vols. Boston, 1864. 15.00
- Bisset on Partnership.** Philadelphia. 3.00
- Blackburn on Sales.** Harrisburg, 1847. 2.25
- Blackstone's Commentaries on the Laws of England,** by Chitty. 2 vols. Philadelphia, 1858. 6.50

Blackstone's Commentaries, by Wendell. 4 vols. New York, 1829.	12.00	Chitty on Contracts. Tenth American edition. Springfield, 1860.	9.00
Blackstone's Commentaries, by George Sharswood. 2 vols. Philadelphia, 1860.	10.00	Chitty on Pleading. Thirteenth Ameri- can edition. 3 vols. Springfield, 1859.	15.00
Blackstone's Commentaries reduced to Questions and Answers by John C. Devereux. New York, 1860.	4.50	Chitty's Equity Digest. Third edition. 4 vols. Boston, 1853.	30.00
Blackwell on Tax Titles. Second edi- tion. Boston, 1864.	6.50	Cleveland's Banking System of New York. New York, 1857.	5.00
Blake's Treatise on the Law of Corpora- tions. Boston. (Preparing.)		Cobb's Law of Slavery. Philadelphia, 1853.	6.50
Blydenburgh on Usury. New York, 1844.	4.00	Code Napoleon, or French Civil Code, London.	12.00
Bonney on Railway Carriers. Chicago, 1864.	4.50	Coke upon Littleton. From the nine- teenth London edition. 2 vols. Philadelphia, 1853.	12.00
Boutwell's United States Direct and Excise Tax Law. Second edition. Boston, 1864.	4.00	Collier on Mines. Philadelphia, 1853.	3.00
Bouvier's Law Dictionary. 2 vols. Philadelphia.	12.00	Collyer on Partnership. Fifth edition. Boston, 1861.	6.50
Bowyer on Universal Public Law. Phila- delphia, 1854.	3.50	Congdon's Mining Laws and Forms. Fourth edition. San Francisco, 1866.	
Brightly's Equity Jurisprudence. Phila- delphia.	5.50	Conkling's Treatise on United States Courts. Fourth edition. Albany, 1865.	8.50
Bright on Husband and Wife. New York. (New edition in press.)		Conkling's United States Admiralty Practice. Second edition. 2 vols. Albany, 1857.	18.50
Broom's Commentaries on Common Law. Philadelphia, 1856.	7.50	Cooper's Institutes of Justinian. Third edition. 1852.	6.50
Broom's Legal Maxims. Fifth Ameri- can edition. Philadelphia, 1864.	6.50	Cord on the Legal and Equitable Rights of Married Women. Philadelphia, 1861.	6.50
Browne on the Statute of Frauds. Sec- ond edition. Boston.	6.50	Coryton on Letters Patent. Philadel- phia, 1855.	4.00
Brown's Civil and Admiralty Law. 2 vols. New York, 1840.	12.00	Cowen's Treatise on New York Justices of the Peace. Fourth edition. 1861.	5.50
Brown's The Forum, Forty Years' full Practice at the Philadelphia Bar. 2 vols. Phila- delphia, 1856.	7.50	Crary's New York Practice. Special Proceedings. New York, 1858.	6.00
Bryant and Stratton's Commercial Law, by Amos Dean. New York, 1863.	5.00	Crocker on Sheriffs. Second edition. New York. (In press.)	
Bucknill on Criminal Lunacy. Phila- delphia, 1856.	2.00	Curtis on Patents. Third edition. 2 vols. Boston. (Preparing for publication.)	
Bunyon on Life Assurance. Philadel- phia, 1854.	4.00	Curtis on the Constitution of the United States. 2 vols. New York, 1859.	8.50
Burlamaqui's Natural and Politic Law. From the seventh London edition. Columbus, 1859.	3.50	Curtis's Commentaries on United States Courts. Philadelphia, 1854.	6.50
Burleigh's Legislative Guide. Fourth edition. Philadelphia, 1861.	1.50	Curtis's Equity Precedents. Third edi- tion. Boston, 1859.	6.50
Burrill on Assignments. Second edi- tion. New York, 1858.	6.50	Curwen on Abstracts of Title. Cincin- nati. (Preparing.)	
Burrill on Circumstantial Evidence. Second edition. New York, 1859.	6.50	Cushing on the Roman Law. Boston, 1854.	1.50
Burrill's Law Dictionary. Second edi- tion. 2 vols. New York, 1860.	12.00	Cushing's Parliamentary Law. Third edition. Boston, 1863.	7.50
Byles on Bills and Notes. Fourth American edition. Philadelphia, 1856.	6.00	DANIELL'S CHANCERY PRAC- tice. Third edition. 3 vols. Boston, 1866.	22.50
CALDWELL ON ARBITRATION. Burlington, 1853.	6.00	Dart on Vendors of Real Estate. New York, 1851.	6.50
Cary's Practice, Pleading, and Forms, under the Civil Practice Act of the State of Cal- ifornia. San Francisco, 1866.	10.00	Davis's Criminal Justice. Third edition. Boston, 1853.	5.50
Chalmers on Colonies and Fisheries. Burlington, 1857.	6.50	Dawson's The Federalist. New edition. 2 vols. New York, 1863.	11.00
Chitty and Temple on Carriers. Phila- delphia, 1857.	5.50	Dayton's Surrogate. Third edition. New York, 1861.	6.50
Chitty on Bills. Twelfth American edi- tion. Springfield, 1854.	9.00	Dean's Medical Jurisprudence. Second edition. New York, 1854.	4.50



# CATALOGUE OF LAW BOOKS.

Dearsley's Process in Criminal Prosecutions. Philadelphia, 1854.	2.50	GARDNER'S INSTITUTES of American International Law. New York, 1860.	6.50
Dixon on Marine Insurance and Average. New York, 1862.	3.00	General Laws of California, 1850-1864, An entirely New and Important Work. San Francisco, 1865. 2 vols.	20.00
Dixon on Shipping. Second edition. New York, 1859.	6.50	Gibbs's Practical Forms. Second edition. New York, 1854.	2.50
Dixon on Subrogation. Philadelphia, 1862.	3.00	Gould's Pleadings. Fourth edition. Albany, 1861.	5.50
Domat's Civil Law. Fourth edition. 2 vols. Boston, 1853.	12.00	Gow on Partnership. Third edition. Philadelphia, 1845.	6.50
Drake on Attachment. Third edition. Boston.	6.50	Graham and Waterman on New Trials. Second edition. 3 vols. New York, 1855.	18.00
Duer on Marine Insurance. 2 vols. New York, 1845-'6.	13.00	Graham's Jurisdictions of the Courts. New York, 1839.	6.00
Duer's Constitutional Jurisprudence of the United States. Second edition. Boston.	2.00	Graham's Practice. Third edition. Vol. I. New York, 1847.	6.00
Dunlap's Admiralty Practice. Second edition. New York, 1850.	4.50	Grant on Banking. Philadelphia, 1857.	4.00
Dunlap's Book of Forms. Fourth edition. Philadelphia, 1857.	6.00	Grant on Corporations. Philadelphia, 1854.	6.00
Dunlap's Paley's Agency. Fourth American edition. New York, 1856.	6.00	Grapel on the Roman Civil Law. Philadelphia, 1857.	2.00
EDEN ON INJUNCTIONS. 2 vols. New York. (New edition in press.)		Graydon's Forms of Conveyancing and Practice. Philadelphia, 1857.	4.50
Edwards on Bailments. New York, 1855.	5.50	Greenleaf on Evidence. 3 vols. Boston.	22.50
Edwards on Bills of Exchange and Promissory Notes. Second edition. New York, 1857.	6.50	Greenleaf's Overruled and Doubled Cases. Fourth edition. New York, 1856.	4.50
Edwards on Receivers in Equity. Second edition. New York, 1857.	6.50	Greesley's Equity Evidence. Philadelphia, 1848.	5.00
Edwards on the Law of Referees. Albany, 1860.	6.75	Gwynne on Sheriffs and Coroners. Cincinnati, 1849.	4.50
Edwards on the Stamp Act.	4.00	HALE'S PLEAS OF THE CROWN. 2 vols. Philadelphia, 1847.	12.00
Edwards's Juryman's Guide. New York, 1831.	3.00	Halleck's International Law and Laws of War. San Francisco, 1861.	10.00
Elliott's Debates on the Federal Constitution. 5 vols. Philadelphia, 1861.	20.00	Halleck's Mining Laws of Spain and Mexico. San Francisco, 1859.	10.00
Ellis on Life and Fire Insurance. Philadelphia.	3.50	Halsted's Law of Evidence. 2 vols. New York, 1859.	10.00
Elwell on Malpractice and Medical Evidence. New York, 1860.	6.00	Hare on Discovery of Evidence in Equity. Third American edition. New York, 1850.	4.00
Emerigon on Insurances. Boston, 1850.	6.50	Hawkins on the Construction of Wills. (In press.)	
English Railway and Canal Cases. 6 vols. Boston, 1854.	30.00	Haynes's Outlines of Equity. Philadelphia, 1853.	2.50
FEARNE ON REMAINDERS. 2 vols. Fourth edition. Philadelphia, 1845.	9.00	Headington on Bills and Notes. (Preparing.)	
Fell's Law of Guaranty and Suretyship. Second American edition. Albany, 1859.	4.50	Hent's Treatise on Justices of the Peace in California and the Pacific States. San Francisco, 1866.	10.00
Finlason's Leading Cases on Pleading. Harrisburg, 1847.	2.50	Hildyard on Marine Insurance. Harrisburg, 1847.	4.00
Fisher's Law of Mortgages and Priority. Philadelphia, 1857.	4.00	Hill on Trustees. Third American edition. Philadelphia, 1857.	6.50
Fisher on Patents. Cincinnati. (Preparing.)		Hilliard on Bankruptcy and Insolvency. Philadelphia, 1863.	6.50
Flanders on Shipping. Philadelphia, 1853.	5.50	Hilliard on Injunctions. Philadelphia, 1865.	6.50
Forms and Use of Blanks, being a large and complete Collection of Legal and Commercial Forms, carefully drawn under the Statutes of California, Nevada, Oregon, &c., with Directions as to Stamps, Recording, &c. San Francisco, 1866. 2 vols.	15.00	Hilliard on Mortgages. Third edition. 2 vols. Boston, 1864.	15.00
Fry on Specific Performance of Contracts. Second American edition. Albany, 1861.	5.50	Hilliard on Real Property. Third edition. 2 vols. New York, 1855.	12.00

Hilliard on Sales of Personal Property. Second edition. Philadelphia, 1860.	5.50	Kelly on the Law of Usury. Philadel- phia, 1853.	3.50
Hilliard on Torts or Private Wrongs. Third edition. 2 vols. Boston.	15.00	Kerr's Actions at Law. Philadelphia, 1853.	3.00
Hilliard on Remedies for Torts. Bos- ton. (Preparing.)		LABATT'S DIGEST of California Re- ports. San Francisco, 1861.	17.50
Hilliard on Vendors and Purchasers of Real Property. 2 vols. in 1. Boston, 1858.	7.50	Lalor on Real Property. New York, 1855.	4.00
Hilliard's American Jurisprudence. Second edition. New York, 1848.	4.50	Law Library. 31 vols. Philadelphia, 1861.	125.00
Hindmarch on Patents. Harrisburg, 1847.	8.50	Law on United States Courts. Albany, 1852.	6.75
Hoffman's Legal Outlines. London, 1836.	5.50	Lawrence on Visitation and Search. Boston.	1.50
Hoffman's Legal Study. Second edi- tion. 2 vols. Baltimore, 1836.	9.00	Law's American Digest. Patent, Copy- right, and Trade-Marks. 1789 to 1862. New York.	7.50
Hoffman's Provincial Remedies of the Code. New York.	6.00	Lawyers' Commonplace Book. Phila- delphia, 1860.	4.00
Holcombe's Equity Jurisprudence. Cin- cinnati, 1846.	4.50	Leading Cases in Equity. White and Tudor. Third American edition. 3 vols. Phil- adelphia, 1859.	18.00
Holcombe's Law of Debtor and Cred- itor. New York, 1848.	6.00	Lee on Abstracts of Title. London, 1843.	6.75
Holcombe's Leading Cases on Commer- cial Law. New York, 1847.	6.00	Lester's Land Laws in Public Land Cases. Philadelphia, 1860.	6.50
Holmes and Disbrow's Practice. New York, 1859.	5.50	Lewin on Trusts. Philadelphia, 1858.	6.50
Hood on Executors. Philadelphia. (In preparation.)		Lewis on the Law of Notice. (In press.)	
Horne on Diplomacy. Philadelphia. 2.50		Library of Law and Equity. 8 vols in 7. Harrisburg.	16.00
Hovenden on Fraud. 2 vols. London. 20.00		Lindley's Law of Partnership. 2 vols. in 1. Philadelphia.	9.00
Hull's Treatise on Town and County Officers. Albany, 1845.	6.00	Lindley's Study of Jurisprudence. (Thibaut's System Des Pandekten Rechts.) Philadelphia, 1855.	3.50
Humphrey's Precedents. 2 vols. New York, 1845.	10.00	Littleton and Blatchley's Digest of Fire Insurance Decisions. Dubuque, 1862.	6.75
Hunter's Suit in Equity. Philadelphia. 2.00		Locke on Attachment. Philadelphia. 2.50	
Huntington's Trial for Forgery. Plea Insanity. New York.	4.00	MACNAGHTON'S SELECT CASES. Second edition. Philadelphia.	3.50
Hurd on Freedom and Bondage. 2 vols. Boston, 1858.	10.00	Macnamara on Nullities. Philadelphia, 1855.	3.00
Hurd on Habeas Corpus. Albany, 1858. 6.75		McCall's Clerk's Assistant. Albany, 1860.	4.00
JENKINS'S NEW CLERK'S ASSIST- ant. Fourth edition.	4.50	McCall's Constable's Guide. Albany, 1862.	1.75
Jeremy's Equity Jurisdiction of the Court of Chancery. Second American edition. New York, 1840.	4.50	McClellan's Executor's Guide. Albany, 1862.	1.75
Jones on Bailments. Philadelphia, 1828. 3.00		Maine's Ancient Law. New York, 1864.	5.00
Jones on Land-Office Titles. Philadel- phia, 1850.	2.50	Matthews's Presumptive Evidence. New York, 1830.	4.00
Jones's Introduction to Legal Science. New York, 1842.	2.50	Matthews on the Law of Partnership. Cincinnati.	1.50
KAY'S COMMERCIAL LAW. Phila- delphia. (In preparation.)		Mayne on Damages. Philadelphia, 1856.	4.00
Kent's Commentaries, Abridged, with Questions, by Johnson. New York.	4.50	May's Parliamentary Law. London. 15.00	
Kent's Commentaries on American Law. 4 vols. Boston.	24.00	Moore on Abstracts of Titles. Phila- delphia, 1853.	3.00
Kent's Commentaries reduced to Ques- tions and Answers. By John C. Devereux. New York, 1860.	4.50	Morris on Replevin. Second edition. Philadelphia. (In preparation.)	

# CATALOGUE OF LAW BOOKS.

<b>NASH'S OHIO PLEADING AND</b> Practice. Second edition. Cincinnati. 6.50	<b>Redfield on Wills.</b> Boston. 1866. 7.50
<b>New York Civil and Criminal Justice.</b> 7.50	<b>Reeve on Descents.</b> New York, 1825. 5.00
<b>Norman on Patents.</b> Philadelphia, 1853. 3.00	<b>Reeve's Domestic Relations.</b> Albany, 1862. 6.50
<b>Not's New York Mechanics' Lien Law.</b> Albany, 1856. 4.00	<b>Reynolds on Life Assurances.</b> New York, 1853. 4.00
<b>OWEN ON BANKRUPTCY.</b> New York. 1842. 3.50	<b>Robb's United States Patent Cases.</b> 2 vols. Boston. 15.00
<b>PARSONS ON CONTRACTS.</b> Fifth edition. 3 vols. Boston. 1864. 22.50	<b>Roberts's Equity. Principles of Chancery.</b> Philadelphia, 1857. 3.00
<b>Parsons on Notes and Bills.</b> 2 vols. Philadelphia, 1863. 15.00	<b>Rockwell's Spanish and Mexican Law relative to Mines and Mining.</b> New York, 1851. 9.00
<b>Parsons on Wills.</b> Philadelphia, 1855. 2.50	<b>Roper on Legacies.</b> Second American edition. 2 vols. Philadelphia, 1848. 12.00
<b>Parsons's Laws of Business for Business Men.</b> Boston, 1857. 4.50	<b>Roscoe's Criminal Evidence.</b> Sixth American edition. Philadelphia. 3.00
<b>Parsons's Maritime Law.</b> 2 vols. Boston, 1859. 13.00	<b>Ross's Leading Cases in Commercial Law.</b> 3 vols. Philadelphia. 15.00
<b>Parsons's Mercantile Law.</b> Second edition. Boston, 1862. 6.50	<b>Russell on Crimes.</b> Seventh American edition. 2 vols. Philadelphia, 1853. 14.00
<b>Parsons's Select Equity Cases.</b> Philadelphia, 1853. 6.50	<b>SANDERS ON USES AND TRUSTS.</b> Second American edition. 2 vols. in 1. Philadelphia, 1855. 6.50
<b>Perkins' Treatise on Arbitration and Award.</b> Boston. (Preparing.)	<b>Saunders on Pleading and Evidence.</b> Sixth American edition. Philadelphia. (In preparation.)
<b>Phear on Rights of Water.</b> Philadelphia, 1859. 2.50	<b>Schmidt's Civil Law of Spain and Mexico.</b> New Orleans, 1851. 10.00
<b>Phillimore on International Law.</b> 3 vols. in 2. Philadelphia, 1854. 15.00	<b>Scribner on Dower.</b> 2 vols. Philadelphia, 1864. 13.00
<b>Phillips and Amos on Evidence.</b> 2 vols. New York, 1839. 9.00	<b>Seaton's Forms of Decrees in Equity.</b> New York, 1831. 4.00
<b>Phillips on Evidence.</b> Fourth American edition. 3 vols. New York, 1859. 21.00	<b>Sedgwick on Damages.</b> Third edition. New York, 1853. 7.50
<b>Phillips on Insurance.</b> Fourth edition. 2 vols. Boston. 13.00	<b>Sedgwick on Statutes.</b> New York, 1857. 6.50
<b>Pierce's American Railroad Law.</b> New York, 1857. 5.50	<b>Selwyn's Nisi Prius.</b> Seventh American edition. 2 vols. Philadelphia, 1857. 13.00
<b>Polson's Law of Nations.</b> Philadelphia, 1860. 2.50	<b>Sergeant's Constitutional Law.</b> Second edition. Philadelphia, 1830. 5.00
<b>Pomeroy's Municipal Law.</b> New York, 1864. 4.50	<b>Sewell's Pension, Bounty, and Prize Law.</b> New York, 1864. 5.00
<b>Pothier on Obligations.</b> Third American edition. 2 vols. Philadelphia, 1853. 10.00	<b>Sharswood's Professional Ethics.</b> Second edition. Philadelphia, 1860. 1.50
<b>Pothier on Partnership.</b> Philadelphia, 1854. 2.00	<b>Smith on Contracts.</b> Fourth American edition. Philadelphia, 1855. 5.00
<b>Powell on Evidence.</b> Philadelphia, 1853. 3.00	<b>Smith on Executory Interests.</b> Philadelphia, 1845. 4.50
<b>RAFF'S EXECUTORS' AND ADMINISTRATORS' GUIDE.</b> Cincinnati, 1860. 3.00	<b>Smith on Master and Servant.</b> Philadelphia, 1852. 6.00
<b>Raff's Manual of Pension, Bounty, and Pay.</b> Cincinnati, 1862. 3.00	<b>Smith on Real and Personal Property.</b> Philadelphia, 1856. 6.00
<b>Rawle on Covenants for Title.</b> Third edition. Boston, 1860. 6.50	<b>Smith's Chancery Practice.</b> Second edition. 2 vols. Philadelphia, 1842. 9.00
<b>Ray's Medical Jurisprudence of Insanity.</b> Fourth edition. 1860. 4.50	<b>Smith's Commentaries on Constitutional Law.</b> Albany, 1848. 6.00
<b>Redfield on Common Carriers.</b> New York, 1866. 7.50	<b>Smith's Landlord and Tenant.</b> American Notes. Philadelphia, 1856. 4.00
<b>Redfield on Corporations.</b> New York, 1866. 7.50	<b>Smith's Leading Cases.</b> 2 vols. New edition, greatly enlarged. (In press.) 6.75
<b>Redfield on Executors.</b> Boston. 1866. 7.50	<b>Smith's Mercantile Law.</b> Third edition. New York, 1853. 2.00
<b>Redfield on the Law of Railways.</b> Second edition. Boston, 1853. 6.50	<b>Smith's Probate Law.</b> Boston. 2.00



Spence's Equitable Jurisdiction of the Court of Chancery. 2 vols. Philadelphia, 1846-70.	12.00	Townshend on Slander and Libel. New York. (Preparing.)	
Starkie on Evidence. Eighth American edition. Philadelphia, 1860.	6.50	Townshend's Proceedings to recover Possession of Premises. New York, 1862.	2.00
Starkie on Slander. From the Second English edition. 2 vols. in 1. Hartford, 1878.	8.00	Train and Heard's Precedents of Indictments. Boston, 1855.	5.00
Stephen on Pleading. Eighth American edition. Philadelphia, 1860.	4.50	Troubat on Limited Partnership. Philadelphia, 1853.	6.50
Stephen's Commentaries on the Laws of England. 4 vols. London, 1841.	20.00	Trower on Debtor and Creditor. Philadelphia, 1861.	4.50
St. Leonard's Handy Book of Property Law. New York, 1868.	1.50	Tudor's Leading Cases. Philadelphia. 2 vols. (Preparing.)	
Story on Agency. Sixth edition. Boston, 1863.	6.50	Turnbull's District and Marine Court Practice. New York, 1865.	2.25
Story on Bailments. Seventh edition. Boston, 1863.	6.50	U. S. TAX LAW.	75
Story on Bills of Exchange. Fourth edition. Boston, 1860.	6.50	Upton on Maritime Warfare and Prize Courts. Third edition. New York, 1861.	5.00
Story on Conflict of Laws. Sixth edition. Boston, 1866.	7.50	Upton on the Law of Trade-Marks. Albany, 1860.	4.50
Story on Contracts. Fourth edition. 2 vols. Boston, 1856.	18.00	VAN HEYTHUYSEN'S EQUITY Draftsman. Forms of Pleading in Suits in Equity. Philadelphia, 1861.	7.50
Story on Equity Jurisprudence. Eighth edition. 2 vols. Boston.	15.00	Valentine's Corporation Ordinances of New York. New York, 1859.	5.00
Story on Equity Pleading. Seventh edition. Boston.	7.50	Van Santvoord's Equity Practice. 2 vols. Albany, 1860-62.	13.00
Story on Partnership. Fifth edition. Boston, 1859.	6.50	Van Santvoord's Pleading and Forms. Second edition. 2 vols. Albany, 1855.	13.00
Story on Promissory Notes. Fifth edition. Boston 1859.	6.50	Vattel's Law of Nations. Philadelphia, 1859.	5.00
Story on Sales of Personal Property. Third edition. Boston, 1862.	6.50	WAIT'S JUSTICE. Albany, 1865. 2 vols.	14.00
Story on the Constitution. Third edition. 2 vols. Boston, 1823.	9.00	Walker's American Law. Fourth edition. Boston, 1860.	6.50
Street's New York Council of Revision. Albany, 1859.	5.00	Walker's Theory of Common Law. Boston, 1852.	1.75
Sugden on Powers. Third American edition. 2 vols. Philadelphia, 1856.	10.00	Wallace, The Reporters. Third edition. Philadelphia, 1855.	4.00
Sugden on Vendors. Seventh American edition. 2 vols. Springfield, 1851.	12.00	Warren's Duties of Attorneys. New York, 1855.	1.25
Swan's Pleading and Precedents.	6.50	Washburn on Easements. Philadelphia, 1863.	6.50
TAPPING ON MANDAMUS. Philadelphia, 1853.	6.75	Washburn on Real Property. 2 vols. Second edition. Boston, 1864.	15.00
Taylor's Law Glossary. Seventh edition. New York, 1861.	5.00	Welford on Equity Pleadings. Philadelphia, 1846.	3.00
Taylor's Precedents of Wills. 2 vols. in 1. New York 1843.	6.50	Wells's Every Man his Own Lawyer. New York 1860.	1.00
Taylor's Executors' and Administrators' Guide. New York, 1861.	1.50	Wentworth on Executors. Philadelphia, 1832.	4.50
Taylor's Landlord and Tenant. Boston.	7.50	Westlake's Private International Law. Philadelphia, 1860.	8.50
Taylor's Medical Jurisprudence. Fifth American edition. Philadelphia, 1861.	5.00	Wharton and Stillé's Medical Jurisprudence. Second edition. Philadelphia, 1860.	2.50
Thornton on Conveyancing. Second edition. Boston, 1854.	5.50	Wharton on Conveyancing. Philadelphia, 1851.	4.00
Tidd's Practice. Fourth edition. 2 vols. Philadelphia, 1856.	13.00	Wharton on Homicide. Philadelphia, 1865.	5.50
Tiffany and Ballard on the Law of Trusts and Trustees. Albany, 1862.	7.50	Wharton's American Criminal Law. Fifth edition. 2 vols. Philadelphia, 1861.	13.00
Tiffany and Smith's New York Practice. 3 vols. Albany, 1865.	18.00	Wharton's Law Dictionary. Second edition. Philadelphia.	7.50
Tillinghast and Shearman's Practice. 2 vols. New York, 1864.	15.00		

# CATALOGUE OF LAW BOOKS.

Wharton's Precedents of Indictments. Second Edition. Philadelphia, 1857.	7.00	Williams on Executors. Fifth American edition. 2 vols. Philadelphia, 1859.	12.00
Wharton's State Trials of the United States. Philadelphia, 1849.	6.50	Williams on Pleading. 2 vols. Philadelphia. (In preparation.)	
Wheaton's International Law. Boston.	7.50	Williams's Law of Personal Property. Second American edition. Philadelphia, 1855.	6.00
White's Land Titles of Texas, Mexico, and California. 2 vols. Philadelphia, 1838.	12.00	Williams's Law of Real Property. Second American edition. Philadelphia, 1855.	6.00
Whiting's War Powers under the Constitution of the United States. Boston.	3.00	Wills on Circumstantial Evidence. Fourth American edition. Philadelphia, 1857.	2.50
Whittaker's Practice. Third edition. 2 vols. New York, 1863.	13.00	Wines's Commentaries on the Laws of the Ancient Hebrews. Philadelphia, 1859.	5.00
Willard on Executors. Albany, 1859.	5.50	Woolrych on the Law of Waters. Philadelphia, 1853.	4.50
Willard on Real Estate and Conveyancing. Albany, 1861.	6.50	Woolsey's International Law. New York, 1864.	5.00
Willard's Equity Jurisprudence. New York, 1860.	6.50		

## INDEX TO TEXT-BOOKS.

ABRIDGMENTS.—Bacon.	CONSTITUTIONAL LAW.—Baldwin, Curtis, Duer, Elliott, Sedgwick, Sergeant, Smith, Story.
ABSTRACTS.—Curwen, Lee, Moore.	CONTRACTS.—Addison, Blackburn, Chitty, Fry, Parsons, Pothier, Smith, Story.
ACTIONS AT LAW.—Kerr.	CONVEYANCING.—Abbott, Bancroft, Dunlap, Forms and Use of Blanks, Graydon, Hent, Thornton, Wharton, Willard.
ADMINISTRATORS.—Belknap, Raff, Taylor.	COPYRIGHT.—Law.
ADMIRALTY.—Abbott, Bee, Betts, Browne, Conkling, Dunlap, English, Newberry, Pritchard.	CORONERS.—Crocker, Gwynne.
AGENCY.—Dunlap, Story.	CORPORATIONS.—Abbott, Angell and Ames, Bancroft's Law and Form Book, Blake, Congdon, Grant, Valentine.
ANCIENT LAW.—Maine.	COVENANTS.—Rawle.
ARBITRATION.—Caldwell, Perkins.	CRIMINAL LAW.—Archbold, Barbour, Bennett and Heard, Bishop, Davis, Dearsley, Roscoe, Russell, Train and Heard, Wharton.
ASSIGNMENTS.—Burrill.	DAMAGES.—Mayne, Sedgwick.
ATTACHMENT.—Drake.	DEBTOR AND CREDITOR.—Holcombe, Trower.
AVERAGE.—Dixon.	DICTIONARIES.—Bouvier, Burrill, Taylor, Wharton.
	DIVORCE.—Bishop.
BAILMENTS.—Edwards, Jones, Story.	DIGESTS.—Abbott, American Chancery, Andrews, Bell, Brightly, Benjamin and Slidell, Chitty, Connecticut, Coventry and Hughes, Curtis, Dillon, Dutton, Eastman, English Exchequer, English Law and Equity, Freeman, General Laws of California, Gholson, Gilman, Harrison, Halsted, Labatt, Law, Littleton and Blatchley, Maryland, Massachusetts, Monroe and Harlan, Perkins, Peters, Pritchard, Smede, Texas, Tiffany, United States, Virgin, Washburn, Wharton.
BANKRUPTCY.—Hilliard, Owen.	EASEMENTS.—Washburn.
BANKS AND BANKING.—Cleveland, Grant.	EJECTMENT.—Adams.
BILLS OF EXCHANGE.—Byles, Chitty, Edwards, Headington, Parsons, Story.	EQUITY.—Adams, American Chancery Digest, Barton, Brightly, Chitty, Curtis, Greasley, Hare, Haynes, Holcombe, Jeremy, Leading Cases, Roberts, Seaton, Spence, Story, Van Heythuyseu, Van Santvoord, Welford, Willard.
CALIFORNIA.—Bancroft, Belknap, Cary, Congdon, Forms and Use of Blanks, General Laws, Hent, Hittell, Labatt, Reports, Statutes.	
CARRIERS.—Angell, Bonney, Chitty and Temple.	
CHANCERY.—Daniell, Jeremy, Roberts, Smith, Spence.	
CIVIL LAW.—Archbold, Browne, Cooper's Justinian, Domat, Grapel, Schmit.	
CODES.—Bancroft's Practice Act, Code Napoleon, Hoffman, Howard.	
COMMENTARIES.—Blackstone, Bouvier, Bowyer, Coke, Kent, Parsons, Stephens.	
COMMERCIAL LAW.—American Leading Cases, Bateman, Bryant and Stratton, Holcombe, Kay, Parsons, Ross, Smith, Story.	
COMMON LAW.—Broom, English Common Law, Reports, Walker.	
CONFLICT OF LAWS.—Story.	
CONSTABLES.—Crocker, Gwynne, Hent, McCall.	

# INDEX TO TEXT-BOOKS.

**EVIDENCE.**—Appleton, Archbold, Burrill, Greenleaf, Greasley, Halsted, Hare, Matthews, Phillips, Phillips and Amos, Powell, Roscoe, Saunders, Starkie, Wills.

**EXECUTORS.**—Belknap, Hood, McClellan, Raff, Redfield, Taylor, Wentworth, Willard, Williams.

**FIXTURES.**—Amos and Ferard.

**FORMS.**—Abbott, Bancroft, Beadle, Belknap, Cary, Curtis, Dunlop, Forms and Use of Blanks, Gibbs, Graydon, Greening, Humphrey, Jenkins, McCall, Seaton, Tillinghast, Van Heythuysen, Van Santvoord, Wells.

**FRAUDS.**—Browne, Hovenden.

**HABEAS CORPUS.**—Hurd.

**HIGHWAYS.**—Angell, Bishop.

**HUSBAND AND WIFE.**—Bright, Bishop, Reeves.

**INFANCY.**—Belknap, Bingham, Reeves.

**INJUNCTIONS.**—Hilliard.

**INSANITY.**—Huntington, Ray.

**INSTITUTES.**—Cooper, Gardner.

**INSURANCE.**—Angell, Bunyon, Dixon, Duer, Emerigon, Hildyard, Littleton and Blatchley, Phillips, Reynolds.

**INTERNATIONAL LAW.**—Boyer, Burlamaqui, Chalmers, Gardner, Halleck, Lawrence, Phillimore, Polson, Vattel, Westlake, Wheaton, Whiting, Woolsey.

**JURISDICTION.**—Conkling, Curtis, Graham, Jeremy, Law, Spence.

**JURORS.**—Edwards.

**JUSTICE OF THE PEACE.**—Archbold, Benedict, Cowen, Davis, Hent, Hull, New York, Wait.

**LAND LAWS.**—Jones, Lester, Rockwell, White.

**LANDLORD AND TENANT.**—Amos and Ferard, Bingham and Colvin, Smith, Taylor, Townshend.

**LEADING CASES.**—American, Bennett and Heard, Finlason, Holcombe, MacNaughten, Parsons, Ross, Tudor, Wharton.

**LEGISLATIVE.**—Burleigh, Cushing, May.

**LIBEL.**—Townshend.

**LIEN.**—Nott.

**LIMITATIONS.**—Angell.

**LUNACY.**—Bucknill.

**MANDAMUS.**—Tapping.

**MARITIME LAW.**—Abbott, Dixon, Parsons, Upton.

**MARRIED WOMEN.**—Gord.

**MAXIMS.**—Brooke.

**MEDICAL JURISPRUDENCE.**—Beck, Bucknill, Dean, Elwell, Ray, Taylor, Wharton and Stillé.

**MERCANTILE LAW.**—Bateman, Bryant and Stratton, Holcombe, Ross, Parsons, Smith.

**MEXICAN LAW.**—Congdon, Halleck, Rockwell, Schmidt, White.

**MILITARY LAW.**—Benét, Callan, De Hart, Halleck, Upton.

**MINES.**—Arundell, Bainbridge, Bancroft, Congdon, Collier, Halleck, Rockwell.

**MORTGAGE.**—Fisher, Hilliard.

**NEW TRIALS.**—Graham and Waterman.

**NISI PRUUS.**—Anthon, Selwyn.

**NOTES.**—Byles, Parsons, Story.

**NULLITIES.**—Macnamara.

**OBLIGATIONS.**—Pothier.

**OPINIONS ATTORNEYS-GENERAL.**  
**OVERRULED CASES.**—Greenleaf.

**PARTIES TO ACTIONS AT LAW.**—Barbour.

**PARTNERSHIP.**—Blisset, Collyer, Gow, Lindley, Matthews, Pothier, Story, Troubat.

**PATENTS.**—Coryton, Curtis, Fessenden, Fisher, Hindmarch, Law, Norman, Robb.

**PERSONAL PROPERTY.**—Blackburn, Hilliard, Smith, Story, Williams.

**PLEADING.**—Abbott, Archbold, Cary, Chitty, Finlason, Gould, Hale, Nash, Saunders, Stephen, Story, Swan, Van Heythuysen, Van Santvoord, Welford, Williams.

**POLITICAL.**—Bacon, Burlamaqui, Chambers, Dawson, New York.

**POWERS.**—Sugden.

**PRACTICE.**—Abbott, Archbold, Bancroft, Betts, Conkling, Cary, Crary, Daniell, Dunlap, Holmes and Disbrow, Nash, Smith, Tidd, Tiffany and Smith, Tillinghast and Shearman, Turnbull, Van Santvoord, Whittaker.

**PRECEDENTS.**—Curtis, Humphrey, Train and Heard, Wharton.

**PROBATE.**—Belknap, Smith.

**RAILWAYS.**—American, English, Pierce, Redfield.

**REAL PROPERTY.**—Dart, Hilliard, Jones, Lalor, Smith, St. Leonard, Sugden, Washburn, Williams, Willard.

**RECEIVERS.**—Edwards.

**REFEREES.**—Edwards.

**REMAINDERS.**—Ferne.

**RENTS.**—Bingham and Colvin, Smith, Taylor, Townshend.

**REPLEVIN.**—Morris.

**REVENUE.**—Andrews, Edwards, Redfield.

**ROADS.**—Angell.

**ROMAN LAW.**—Cushing, Grapel.

**SALES.**—Blackburn, Hilliard, Smith, Story, Williams.

**SHERIFFS.**—Allen, Crocker, Gwynde.

**SHIPPING.**—Abbott, Dixon, Flanders, Parsons.

**SLANDER.**—Starkie, Townshend.

**SLAVERY.**—Cobb.

**STAMPS.**—Edwards.

**STATUTORY LAW.**—Sedgwick.

**STUDY OF LAW.**—Anthon, Hoffman, Jones, Lindley, Powell, Walker.

**SUBROGATION.**—Dixon.

**SURETSHIP.**—Fell.

**SURROGATE.**—Dayton.

**TAX LAW.**—Boutwell, Redfield.

**TAX TITLES.**—Blackwell.

**TORTS.**—Hilliard.

**TRADE-MARKS.**—Law, Upton.

**TRUSTEES.**—Congdon, Hill, Lewin, Sanders, Tiffany and Bullard.

**UNITED STATES COURTS.**—Conkling, Curtis, Graham, Law.

**USURY.**—Blydenburg, Kelly.

**VENDORS.**—Dart, Hilliard, Sugden.

**WATERS AND WATER-COURSES.**—Angell, Phear, Woolrych.

**WILLS.**—Belknap, Dayton, Parsons, Redfield, Roper, Tayler.

**WRONGS.**—Addison.



# BANCROFT'S CATALOGUE OF

## BLANKS.

1866.

H. H. BANCROFT & CO.,

BOOKSELLERS AND STATIONERS,

SAN FRANCISCO, CAL.

In connection with the manufacture of Blanks for use on the Pacific Coast, we publish a work entitled *Forms and Use of Blanks*, being a collection of over one thousand legal and commercial forms, many of which are entirely original, and all conforming strictly to our statutes.

The forms in the book are numbered consecutively from one upwards, such of them as are most in use—being about one-half—are published in *Blank*, the blank bearing the same number as that of the form in the book. In the book, the words "Blank Published" designate such of the forms as are published in blank.

The book is almost a necessity to all who transact legal or commercial business. With the book, the form required may be written, or, to save writing, a blank of the identical form, word for word, as it is in the book, and designated by the same number, so that there can be no mistake, may be procured from any respectable bookseller at a trifling expense.

Both the book and the blanks have been carefully prepared in conformity to the law as it now exists, by a competent and reliable member of the San Francisco bar. The blanks are printed upon Bancroft's Superior Hand-made Paper, every sheet of which contains a water-mark as being specially manufactured for this purpose. They are by far the most correct, best arranged, and most neatly executed Blank Forms ever before published. Nearly two years have been occupied in the preparation of the Book and the Blanks, and we confidently assure our friends, that the same need only to be used, to become appreciated.

Orders for Blanks should always be made from the Book, and should be designated by "Bancroft's Blank No. —."

*Blanks for use in Oregon, Washington, Nevada, Idaho, Utah, Arizona, and Montana are printed with "California" omitted, so that any other State may be written in the blank space, in place of California.*

### AFFIDAVIT.

No. 3. Affidavit of Applicant for Marriage License. Quarter sheet cap. each 3 cents.

### AGREEMENT OR CONTRACT.

No. 8. Agreement. Full sheet cap. each 10 cents.

No. 18. Charter Party. Full sheet cap. each 10 cents.

No. 19. Charter Party. Another Form. Full sheet cap. each 10 cents.

No. 24. Builders' Contract. Full sheet cap. each 10 cents.

No. 36. Landlord's and Tenant's Agreement. Half sheet cap. each 5 cents.

No. 37. Landlord's and Tenant's Agreement. Another Form. Half sheet cap. each 5 cents.

No. 46. Articles of Copartnership. Full sheet cap. each 40 cents.

No. 68. Agreement to deliver stock—Original and Duplicate. Half sheet cap. each 5 cents.

No. 71. Agreement for Sale of Real Estate. Full sheet cap. each 10 cents.

### ASSIGNMENT.

No. 83. Assignment. To be annexed to Instruments. Quarter sheet thin cap. each 2 cents.

No. 90. Assignment of Debt. Half sheet cap. each 5 cents.

No. 92. Assignment by Insolvent. Full sheet cap. each 10 cents.

No. 93. Assignment of Judgment. Full sheet cap. each 10 cents.

No. 99. Assignment of Lease. Full sheet cap. each 10 cents.

No. 102. Assignment of Mortgage. Full sheet cap. each 10 cents.

No. 103. Assignment of Mortgage. Another Form. Full sheet cap. each 10 cents.

## H. H. BANCROFT AND COMPANY'S

### BILL OF EXCHANGE.

- No. 114. Bills of Exchange. First and Second. Gold Coin Clause. Exchange Paper. per set 5 cents.  
 No. 115. Bills of Exchange. First and Second. Any Currency. Exchange Paper. per set 5 cents.  
 No. 116. Bills of Exchange. First, Second, and Third. Gold Coin Clause. Exchange Paper. per set 10 cents.  
 No. 117. Bills of Exchange. First, Second, and Third. Any Currency. Exchange Paper. per set 10 cents.

### BILL OF SALE.

- No. 121. Bill of Sale. Full sheet. Legal. each 10 cents.

### BOND.

- Nos. 126 and 127. Bond. Full sheet cap. each 10 cents.  
 No. 128. Bond. Another Form. Full sheet cap. each 10 cents.  
 No. 139. Bond for a Deed. Full sheet cap. each 10 cents.  
 No. 148. Sheriff's Indemnity Bond on Attachment. Full sheet cap. each 10 cents.  
 No. 149. Sheriff's Indemnity Bond on Execution. Full sheet cap. each 10 cents.

### BY-LAWS.

- No. 150. By-Laws, Incorporated Company. Full sheet cap. each 10 cents.  
 No. 151. By-Laws, Incorporated Company. Another Form. Full sheet cap. each 10 cents.

### CERTIFICATE.

- No. 153. Acknowledgment before Commissioner for California—Husband and Wife. Quarter sheet thin cap. each 2 cents.  
 No. 154. Acknowledgment before Commissioner for California—Witness. Quarter sheet thin cap. each 2 cents.  
 No. 155. Acknowledgment before Commissioner for California. Quarter sheet thin cap. each 2 cents.  
 No. 156. Acknowledgment before Commissioner for California—Attorney in fact. Quarter sheet thin cap. each 2 cents.  
 No. 157. Acknowledgment before County Clerk—Husband and Wife. Quarter sheet thin cap. each 2 cents.  
 No. 158. Acknowledgment before County Clerk—Witness. Quarter sheet thin cap. each 2 cents.  
 No. 159. Acknowledgment before County Clerk. Quarter sheet thin cap. each 2 cents.  
 No. 160. Acknowledgment before County Clerk—Attorney in fact. Quarter sheet thin cap. each 2 cents.  
 No. 161. Acknowledgment before County Recorder—Husband and Wife. Quarter sheet thin cap. each 2 cents.  
 No. 162. Acknowledgment before County Recorder—Witness. Quarter sheet thin cap. each 2 cents.  
 No. 163. Acknowledgment before County Recorder. Quarter sheet thin cap. each 2 cents.

- No. 164. Acknowledgment before County Recorder—Attorney in fact. Quarter sheet thin cap. each 2 cents.  
 No. 165. Acknowledgment before Justice of Peace—Husband and Wife. Quarter sheet thin cap. each 2 cents.  
 No. 166. Acknowledgment before Justice of Peace—Witness. Quarter sheet thin cap. each 2 cents.  
 No. 167. Acknowledgment before Justice of Peace. Quarter sheet thin cap. each 2 cents.  
 No. 168. Acknowledgment before Justice of Peace—Attorney in fact. Quarter sheet thin cap. each 2 cents.  
 No. 169. Acknowledgment before Notary Public—Husband and Wife. Quarter sheet thin cap. each 2 cents.  
 No. 170. Acknowledgment before Notary Public—Witness. Quarter sheet thin cap. each 2 cents.  
 No. 171. Acknowledgment before Notary Public. Quarter sheet thin cap. each 2 cents.  
 No. 172. Acknowledgment before Notary Public—Attorney in fact. Quarter sheet thin cap. each 2 cents.  
 No. 173. Acknowledgment before Notary Public—Party proven. Quarter sheet thin cap. each 2 cents.  
 No. 174. Acknowledgment before Notary Public—Husband and Wife proven. Quarter sheet thin cap. each 2 cents.  
 No. 175. Acknowledgment before Notary Public—Wife. Quarter sheet thin cap. each 2 cents.  
 No. 183. Certificate of Incorporation. Full sheet cap. each 10 cents.  
 No. 204. County Clerk's Certificate to Copy of Certificate of Incorporation. Quarter sheet thin cap. each 2 cents.  
 No. 208. County Clerk's Certificate of Office. Quarter sheet thin cap. each 2 cents.  
 No. 209. County Clerk's Certificate of Office.  
 No. 210. County Clerk's Certificate of Election of Officer. Half sheet cap. each 5 cents.  
 No. 211. County Clerk's Certificate of Signature. Quarter sheet thin cap. each 2 cents.  
 No. 215. Certificate of Marriage. For Parties Married. each 25 cents.  
 No. 216. Certificate of Marriage. For Filing in Recorder's Office. Half sheet cap. each 2 cents.  
 No. 219. Sheriff's Certificate of Sale of Real Estate on Execution. Full sheet cap. each 10 cents.  
 No. 220. Sheriff's Certificate of Sale of Real Estate on Foreclosure of Mortgage. Full sheet cap. each 10 cents.

### CHATTEL MORTGAGE.

- No. 226. Chattel Mortgage. Full sheet cap. each 10 cents.

### CHECK OR DRAFT.

- No. 230. Draft. Gold Coin Clause. Exchange paper. each 1 cent.

### CORONER.

- No. 237. Coroner's Certificate of Death. Half sheet letter. each 4 cents.

# CATALOGUE OF BLANKS.

No. 241. Coroner's Subpœna.	Half sheet letter. each	4 cents.
No. 243. Coroner's Summons of Juror.	Half sheet letter. each	4 cents.
No. 244. Coroner's Warrant.	Half sheet letter. each	4 cents.

## COUNTY COURT.

No. 249. Attachment for Defaulting Witness or Juror.	Quarter sheet cap. each	3 cents.
No. 250. Bill Clerk's Fees.	Eighth sheet cap. each	2 cents.
No. 251. Certificate to Judgment Roll.	Envelope paper. each	5 cents.
No. 252. Certificate of Service as Juror.	Quarter sheet cap. each	3 cents.
No. 254. Execution.	Half sheet cap. each	5 cents.
No. 255. Writ of Possession.	Full sheet cap. each	10 cents.
No. 256. Petition for Writ of Habeas Corpus.	Half sheet legal. each	5 cents.
No. 257. Order Granting Writ of Habeas Corpus.	Half sheet legal. each	5 cents.
No. 258. Writ of Habeas Corpus.	Half sheet cap. each	5 cents.
No. 259. Complaint, Commitment, Physician's Certificate, and Questions—Insane Person.	Full sheet folio. each	15 cents.
No. 260. Petition, Affidavit, and Certificate to Schedule of Insolvent.	3 sheets legal. each	40 cents.
No. 261. Order to Show Cause, and Stay of Proceedings against Insolvents.	Half sheet legal. each	5 cents.
No. 262. Notice to Creditors of Insolvent.	Half sheet legal. each	5 cents.
No. 263. Order Appointing Sheriff Assignee of Insolvent.	Half sheet legal. each	5 cents.
No. 264. Certificate of Assignee of Insolvent.	Half sheet legal. each	5 cents.
No. 265. Decree of Discharge of Insolvent.	Half sheet legal. each	5 cents.
No. 269. Memorandum of Costs and Disbursements.	Half sheet legal. each	5 cents.
No. 270. Subpœna.	Half sheet cap. each	5 cents.
No. 271. Summons.	Half sheet cap. each	5 cents.
No. 273. Attachment Defaulting Juror.	Quarter sheet cap. each	3 cents.
No. 274. Bail Bond.	Half sheet cap. each	5 cents.
No. 280. Commitment to County Jail.	Half sheet cap. each	5 cents.
No. 281. Commitment to State Prison.	Half sheet cap. each	5 cents.
No. 283. Indictment.	Full sheet legal. each	10 cents.
No. 291. Subpœna—Criminal Action.	Half sheet cap. each	5 cents.
No. 292. Subpœna—Affidavit and Order for attendance of Non-Resident Witness—Criminal Action.	Half sheet cap. each	5 cents.
No. 293. Subpœna—Grand Jury.	Quarter sheet cap. each	3 cents.

No. 294. Summons of Juror.	Quarter sheet cap. each	3 cents.
No. 295. Venire.	Half sheet cap. each	5 cents.
No. 297. Bench Warrant.	Half sheet cap. each	5 cents.

## COUNTY OR DISTRICT COURT.

No. 301. Capias.	Half sheet cap. each	5 cents.
No. 302. Finding and Decision of Court.	Half sheet legal. each	5 cents.

## CUSTOM HOUSE.

No. 337. Application for Abatement of Duties for Damage during the Voyage of Importation.	Full sheet cap. each	10 cents.
No. 338. Bill of Lading.	each	3 cents.
No. 339. Bill of Sale—Registered Vessel.	Full sheet cap. each	10 cents.
No. 340. Bill of Sale—Enrolled Vessel.	Full sheet cap. each	10 cents.
No. 341. Bill of Sale—Vessel under twenty tons.	Full sheet cap. each	10 cents.
No. 342. Bond to Produce Bill of Lading.	Half sheet letter. each	4 cents.
No. 344. Landing Certificate.	Half sheet cap. each	5 cents.
No. 345. Certificate of Clearance.	Half sheet cap. each	5 cents.
No. 348. Export Entry of Domestic Manufacture from articles of foreign growth and production for benefit of drawback.	Full sheet cap. each	10 cents.
No. 349. Re-warehouse Withdrawal Entry for Consumption.	Half sheet cap. each	5 cents.
No. 350. Re-warehouse withdrawal Entry for Export.	Half sheet cap. each	5 cents.
No. 351. Re-warehouse withdrawal Entry for Transportation in the United States.	Half sheet cap. each	5 cents.
No. 353. Re-warehouse Entry for immediate Exportation.	Half sheet cap. each	5 cents.
No. 355. Post Entry.	Half sheet cap. each	5 cents.
No. 356. Re-warehousing and Re-withdrawal Entry for Consumption.	Half sheet cap. each	5 cents.
No. 357. Export Entry of Merchandise for the benefit of drawback.	Full sheet cap. each	10 cents.
No. 358. Re-warehousing Entry.	Half sheet cap. each	5 cents.
No. 359. Warehouse and Exportation Entry.	Full sheet cap. each	10 cents.
No. 360. Export Entry from Port of original importation.	Half sheet cap. each	5 cents.
No. 361. Withdrawal Entry for Consumption at port of original importation.	Half sheet cap. each	5 cents.
No. 362. Warehouse Entry.	Full sheet cap. each	10 cents.
No. 363. Inward Entry of Merchandise of the growth, produce, or manufacture of the United States returned from a foreign port.	Half sheet cap. each	5 cents.



- No. 364. Inward Entry of Household Effects. Half sheet cap. each 5 cents.
- No. 365. Inward Entry of Products of the American Whale Fishery. Half sheet cap. each 5 cents.
- No. 367. Transportation Entry from one port to another in the United States. Half sheet cap. each 5 cents.
- No. 368. Inward Foreign Entry. Full sheet cap. each 10 cents.
- No. 369. Warehouse Entry and Transportation in the United States. Full sheet cap. each 10 cents.
- No. 373. Manifest via Panama. Full sheet cap. each 10 cents.
- No. 374. Inward Foreign Manifest. Full sheet cap. each 10 cents.
- No. 375. Coasting Manifest. Full sheet cap. each 10 cents.
- No. 376. Shippers' Manifest. Full sheet cap. each 10 cents.
- No. 377. Outward Foreign Manifest. Full sheet cap. each 10 cents.
- No. 378. Mortgage—Licensed Vessel. Full sheet cap. each 10 cents.
- No. 379. Mortgage—Vessel. Full sheet cap. each 10 cents.
- No. 380. Mortgage—Enrolled Vessel. Full sheet cap. each 10 cents.
- No. 382. Oath of Owner, Agent, or Consignor, on application for entry by appraisement, etc. Full sheet cap. each 10 cents.
- No. 385. Custom House Power of Attorney. Full sheet cap. each 10 cents.
- No. 390. Report of Spirits and Teas. Full sheet cap. each 10 cents.
- No. 391. Return of Passengers. Full sheet cap. each 10 cents.
- No. 394. Whalemens' Shipping Paper. Full sheet folio. each 15 cents.
- No. 395. Shipping Articles. Full sheet folio. each 15 cents.
- No. 418. Deed of Gift of Real Estate. Full sheet folio. each 15 cents.
- No. 420. Deed of Gift of Real Estate. Long Form. Full sheet folio. each 15 cents.
- No. 422. Guardian's Deed. Full sheet folio. each 15 cents.
- No. 432. Deed of Mining Claim. Full sheet cap. each 10 cents.
- No. 433. Deed of Mining Claim. Another Form.
- No. 434. Deed of Mining Claim. Another Form.
- No. 436. Trust Deed Mining Company. Full sheet cap. each 10 cents.
- No. 439. Quit Claim Deed. Full sheet cap. each 10 cents.
- No. 440. Quit Claim Deed. Full sheet folio. each 15 cents.
- No. 441. Quit Claim Deed. Large space for description. Full sheet folio. each 15 cents.
- No. 442. Quit Claim Deed. Another Form. Full sheet cap. each 10 cents.
- No. 443. Quit Claim Deed. Same Form as No. 442. Full sheet folio. each 15 cents.
- No. 444. Quit Claim Deed. Same Form as No. 442. Large space for description. Full sheet folio. each 15 cents.
- No. 445. Quit Claim Deed. Another Form.
- No. 446. Quit Claim Deed. Same Form as No. 445.
- No. 447. Quit Claim Deed. Same Form as No. 445. Large space for description.
- No. 448. Quit Claim Deed. Another Form. Full sheet cap. each 10 cents.
- No. 449. Quit Claim Deed. Same Form as No. 448. Full sheet folio. each 15 cents.
- No. 450. Quit Claim Deed. Same Form as No. 448. Large space for description. Full sheet folio. each 15 cents.
- No. 453. Sheriff's Deed under Execution. Full sheet cap. each 10 cents.
- No. 454. Sheriff's Deed under Foreclosure of Mortgage. Full sheet cap. each 10 cents.
- No. 455. Sheriff's Deed under Foreclosure of Mortgage. Another Form. Full sheet cap. each 10 cents.
- No. 456. Sheriff's Deed of Property of Insolvent. Full sheet cap. each 10 cents.
- No. 459. Deed—Warranty against Grantor. Full sheet cap. each 10 cents.
- No. 460. Deed—Warranty against Grantor. Full sheet folio. each 15 cents.
- No. 461. Deed—Warranty against Grantor. Large space for description. Full sheet folio. each 15 cents.
- No. 462. Deed—Warranty against Grantor. Another Form. Full sheet cap. each 10 cents.
- No. 463. Deed—Warranty against Grantor. Same Form as No. 462. Full sheet folio. each 15 cents.
- No. 464. Deed—Warranty against Grantor. Same Form as No. 462. Large space for description. Full sheet folio. each 15 cents.
- No. 465. Deed—Warranty against Grantor. Another Form. Full sheet cap. each 10 cents.

# DECLARATION—HOMESTEAD.

- No. 397. Declaration of Homestead. Full sheet cap. each 10 cents.
- No. 398. Declaration of Abandonment of Homestead. Full sheet cap. each 10 cents.

# DEED.

- No. 399. Administrator's Deed. Full sheet folio. each 15 cents.
- No. 401. Deed—Bargain and Sale. Full sheet cap. each 10 cents.
- No. 402. Deed—Bargain and Sale. Full sheet folio. each 15 cents.
- No. 403. Deed—Bargain and Sale. Large space for description. Full sheet folio. each 15 cents.
- No. 404. Deed—Bargain and Sale. Another Form. Full sheet cap. each 10 cents.
- No. 405. Deed—Bargain and Sale. Same Form as No. 404. Full sheet folio. each 15 cents.
- No. 406. Deed—Bargain and Sale. Same Form as No. 404. Large space for description. Full sheet folio. each 15 cents.
- No. 414. Executor's Deed. Full sheet folio. each 15 cents.

# CATALOGUE OF BLANKS.

- No. 466. Deed—Warranty against Grantor. Same Form as No. 465. Full sheet folio. each 15 cents.
  - No. 467. Deed—Warranty against Grantor. Same Form as No. 465. Large space for description. Full sheet folio. each 15 cents.
  - No. 468. Deed—Warranty against Grantor. Another Form. Full sheet cap. each 10 cents.
  - No. 469. Deed—Warranty against Grantor. Same Form as No. 465. Full sheet folio. each 15 cents.
  - No. 470. Deed—Warranty against Grantor. Same Form as No. 465. Large space for description. Full sheet folio. each 15 cents.
  - No. 471. Deed—Warranty against Grantor. Another Form. Full sheet folio. each 15 cents.
  - No. 472. Warranty Deed. Full sheet cap. each 10 cents.
  - No. 473. Warranty Deed. Full sheet folio. each 15 cents.
  - No. 474. Warranty Deed. Large space for description. Full sheet folio. each 15 cents.
  - No. 475. Warranty Deed. Another Form. Full sheet cap. each 10 cents.
  - No. 476. Warranty Deed. Same Form as No. 475. Full sheet folio. each 15 cents.
  - No. 477. Warranty Deed. Same Form as No. 475. Large space for description. Full sheet folio. each 15 cents.
  - No. 478. Warranty Deed—Full Covenant. Full sheet folio. each 15 cents.
- DISTRICT COURT.
- No. 481. Affidavit of Publication. Half sheet legal. each 5 cents.
  - No. 482. Answer. Full sheet legal. each 10 cents.
  - No. 483. Answer—Pleading Discharge in Insolvency. Full sheet legal. each 10 cents.
  - No. 484. Notice of Appeal. Half sheet legal. each 5 cents.
  - No. 485. Undertaking on Appeal. Half sheet legal. each 5 cents.
  - No. 486. Undertaking for Costs and Damages on Appeal. Half sheet legal. each 5 cents.
  - No. 487. Undertaking on Appeal in Ejectment. Half sheet legal. each 5 cents.
  - No. 488. Affidavit for Order of Arrest—Departing out of State. Half sheet legal. each 5 cents.
  - No. 489. Affidavit for Order of Arrest—Fraudulent Debtor. Half sheet legal. each 5 cents.
  - No. 490. Affidavit for Order of Arrest—Removal of Property. Half sheet legal. each 5 cents.
  - No. 491. Undertaking on Order of Arrest. Half sheet legal. each 5 cents.
  - No. 492. Order of Arrest. Half sheet legal. each 5 cents.
  - No. 493. Undertaking on Arrest. Half sheet legal. each 5 cents.
  - No. 495. Writ of Assistance. Full sheet legal. each 10 cents.
  - No. 496. Affidavit for Attachment against Resident. Half sheet legal. each 5 cents.
  - No. 497. Affidavit for Attachment against Resident—Fourth District Court, City and County San Francisco. Half sheet legal. each 5 cents.
  - No. 498. Affidavit for Attachment against Resident—Twelfth District Court, City and County San Francisco. Half sheet legal. each 5 cents.
  - No. 499. Affidavit for Attachment against Resident—Fifteenth District Court, City and County San Francisco. Half sheet legal. each 5 cents.
  - No. 500. Affidavit for Attachment against Non-Resident. Half sheet legal. each 5 cents.
  - No. 501. Undertaking on Attachment. Half sheet legal. each 5 cents.
  - No. 502. Undertaking on Attachment—Fourth District Court, City and County San Francisco. Half sheet legal. each 5 cents.
  - No. 503. Undertaking on Attachment—Twelfth District Court, City and County San Francisco. Half sheet legal. each 5 cents.
  - No. 504. Undertaking on Attachment—Fifteenth District Court, City and County San Francisco. Half sheet legal. each 5 cents.
  - No. 505. Undertaking on Release of Attachment. Half sheet legal. each 5 cents.
  - No. 506. Undertaking on Release of Attachment—To be given to Sheriff. Half sheet legal. each 5 cents.
  - No. 507. Writ of Attachment. Half sheet legal. each 5 cents.
  - No. 508. Copy of Writ of Attachment. Half sheet legal. each 5 cents.
  - No. 509. Writ of Attachment—Fourth District Court, City and County San Francisco. Half sheet legal. each 5 cents.
  - No. 510. Copy of Writ of Attachment—Fourth District Court, City and County San Francisco. Half sheet legal. each 5 cents.
  - No. 511. Writ of Attachment—Twelfth District Court, City and County San Francisco. Half sheet legal. each 5 cents.
  - No. 512. Copy of Writ of Attachment—Twelfth District Court, City and County San Francisco. Half sheet legal. each 5 cents.
  - No. 513. Writ of Attachment—Fifteenth District Court, City and County San Francisco. Half sheet legal. each 5 cents.
  - No. 514. Copy of Writ of Attachment—Fifteenth District Court, City and County San Francisco. Half sheet legal. each 5 cents.
  - No. 515. Order to Show Cause as to Contempt in failing to attend as Juror. Quarter sheet cap. each 3 cents.
  - No. 516. Attachment for Defaulters. Quarter sheet cap. each 3 cents.
  - No. 517. Bill Clerks' Fees. Eighth sheet cap. each 2 cents.
  - No. 518. Certificate of Service as Juror. Quarter sheet cap. each 3 cents.
  - No. 519. Certificate to Judgment Roll. Envelope paper. each 5 cents.
  - No. 520. Certiorari. Half sheet legal. each 5 cents.
  - No. 521. Complaint. Full sheet legal. each 10 cents.
  - No. 523. Clerk's Certificate to Copy of Complaint. Quarter sheet thin cap. each 2 cents.
  - No. 524. Complaint on Account, for Goods Sold and Delivered. Half sheet legal. each 5 cents.
  - No. 525. Complaint on Bill of Exchange—Payee against Acceptor. Full sheet legal. each 10 cents.

- No. 526. Complaint on Bill of Exchange—Holder against All Parties. Full sheet legal, each 10 cents.
- No. 527. Complaint on Check. Full sheet legal, each 10 cents.
- No. 528. Complaint on Claim and Delivery of Personal Property. Full sheet legal, each 10 cents.
- No. 529. Complaint in Ejectment. Full sheet legal, each 10 cents.
- No. 530. Complaint in Ejectment—Fee Simple Title. Full sheet legal, each 10 cents.
- No. 531. Complaint in Ejectment—Prior Possession. Full sheet legal, each 10 cents.
- No. 532. Complaint—Money Lent and Paid Out. Full sheet legal, each 10 cents.
- No. 533. Complaint—Money Deposited, Paid and Received, and Lent. Full sheet legal, each 10 cents.
- No. 534. Complaint on Promissory Note—Payee vs. Maker. Full sheet legal, each 10 cents.
- No. 535. Complaint on Promissory Note—Holder vs. Endorser and Maker. Full sheet legal, each 10 cents.
- No. 536. Complaint on Foreclosure of Mortgage. Full sheet legal, each 10 cents.
- No. 537. Complaint to Quit Title. Full sheet legal, each 10 cents.
- No. 538. Memorandum of Costs and Disbursements. Half sheet legal, each 5 cents.
- No. 539. Affidavit and Order for Examination of Judgment Debtor. Half sheet legal, each 5 cents.
- No. 540. Affidavit and Order for Examination of Debtor or Bailor of Judgment Debtor. Half sheet legal, each 5 cents.
- No. 544. Clerk's Entry of Default. Eighth sheet, cap. each 2 cents.
- No. 545. Affidavit on, and Notice of, Motion for Commission to Examine Witness out of State. Half sheet legal, each 5 cents.
- No. 546. Order for Commission to take Testimony. Half sheet legal, each 5 cents.
- No. 547. Commission to take Testimony. Half sheet legal, each 5 cents.
- No. 548. Instructions to Commissioners. Half sheet legal, each 5 cents.
- No. 549. Stipulation that Deposition of Witness may be taken to be used on the Trial. Half sheet legal, each 5 cents.
- No. 550. Notice of taking Deposition of Witness, and Time and Place of Examination, with copy of Affidavit. Full sheet legal, each 10 cents.
- No. 551. Affidavit, Order and Notice for Examination of Witness. Half sheet legal, each 5 cents.
- No. 552. Deposition. Full sheet legal, each 10 cents.
- No. 553. Decree of Divorce. Half sheet legal, each 5 cents.
- No. 554. Execution. Half sheet legal, each 5 cents.
- No. 555. Execution for Deficiency of Sale. Half sheet legal, each 5 cents.
- No. 556. Writ of Possession. Full sheet legal, each 10 cents.
- No. 558. Petition for Writ of Habeas Corpus. Half sheet legal, each 5 cents.
- No. 559. Order Granting Writ of Habeas Corpus. Half sheet legal, each 5 cents.
- No. 560. Writ of Habeas Corpus. Half sheet legal, each 5 cents.
- No. 561. Order of Injunction. Full sheet legal, each 10 cents.
- No. 562. Undertaking on Injunction. Half sheet legal, each 5 cents.
- No. 563. Injunction. Half sheet legal, each 5 cents.
- No. 564. Judgment by Default. Half sheet legal, each 5 cents.
- No. 565. Judgment by Default. Another Form. Half sheet legal, each 5 cents.
- No. 566. Judgment by the Court. Half sheet legal, each 5 cents.
- No. 567. Judgment on Verdict. Half sheet legal, each 5 cents.
- No. 568. Statement and Confession of Judgment, and Entry of Judgment. Half sheet legal, each 5 cents.
- No. 570. Transcript of Judgment. Half sheet legal, each 5 cents.
- No. 571. Alternative Mandamus. Full sheet legal, each 10 cents.
- No. 572. Peremptory Mandamus. Full sheet legal, each 10 cents.
- No. 578. Decree of Foreclosure and Sale. Full sheet legal, each 10 cents.
- No. 580. Notice of Motion. Half sheet legal, each 5 cents.
- No. 581. Declaration of Intention to become a Citizen of the United States. Half sheet cap. each 5 cents.
- No. 582. Declaration of Intention, without Clerk's Certificate. Half sheet cap. each 5 cents.
- No. 583. Declaration of Intention. Another Form. Half sheet cap. each 5 cents.
- No. 585. Affidavit of Residence, Good Behavior, etc., of Applicant for Citizenship. Half sheet legal, each 5 cents.
- No. 588. Certificate of Citizenship. Half sheet cap. each 5 cents.
- No. 589. Notice of Intention to Move for New Trial. Half sheet legal, each 5 cents.
- No. 590. Notice to Clerk to Place Cause on Calendar. Quarter sheet cap. each 3 cents.
- No. 591. Certified Copy of Order. Half sheet legal, each 5 cents.
- No. 592. Certified Copy of Order—City and County San Francisco. Half sheet legal, each 5 cents.
- No. 593. Order of Sale. Full sheet legal, each 10 cents.
- No. 597. Notice of Pendency of Action of Ejectment. Half sheet legal, each 5 cents.
- No. 598. Notice of Pendency of Action for Foreclosure of Mortgage. Half sheet legal, each 5 cents.
- No. 599. Notice of Pendency of Action to Quit Title. Half sheet legal, each 5 cents.
- No. 600. Affidavit on Claim and Delivery of Personal Property, and Order of Delivery. Half sheet legal, each 5 cents.
- No. 601. Undertaking on Claim and Delivery of Personal Property. Half sheet legal, each 5 cents.
- No. 602. Undertaking for a Return to Defendant on Claim and Delivery of Personal Property. Half sheet legal, each 5 cents.



# CATALOGUE OF BLANKS.

No. 603. Subpoena. Half sheet cap. each 5 cents.

No. 604. Copy of Subpoena. Half sheet cap. each 5 cents.

No. 605. Subpoena—City and County San Francisco. Fourth District Court. Half sheet cap. each 5 cents.

No. 606. Copy of Subpoena—City and County San Francisco—Fourth District Court. Half sheet cap. each 5 cents.

No. 607. Subpoena—City and County San Francisco—Twelfth District Court. Half sheet cap. each 5 cents.

No. 608. Copy of Subpoena—City and County San Francisco—Twelfth District Court. Half sheet cap. each 5 cents.

No. 609. Subpoena—City and County San Francisco—Fifteenth District Court. Half sheet cap. each 5 cents.

No. 610. Copy of Subpoena—City and County San Francisco—Fifteenth District Court. Half sheet cap. each 5 cents.

No. 611. Subpoena—Duces Tecum. Half sheet cap. each 5 cents.

No. 613. Summons. Half sheet cap. each 5 cents.

No. 614. Copy of Summons. Half sheet cap. each 5 cents.

No. 615. Summons—City and County San Francisco—Fourth District Court. Half sheet cap. each 5 cents.

No. 616. Copy of Summons—City and County San Francisco—Fourth District Court. Half sheet cap. each 5 cents.

No. 617. Summons—City and County San Francisco—Twelfth District Court. Half sheet cap. each 5 cents.

No. 618. Copy of Summons—City and County San Francisco—Twelfth District Court. Half sheet cap. each 5 cents.

No. 619. Summons—City and County San Francisco—Fifteenth District Court. Half sheet cap. each 5 cents.

No. 620. Copy of Summons—City and County San Francisco—Fifteenth District Court. Half sheet cap. each 5 cents.

No. 636. Summons on Foreclosure of Mortgage. Half sheet cap. each 5 cents.

No. 637. Copy of Summons on Foreclosure of Mortgage. Half sheet cap. each 5 cents.

No. 641. Affidavit for Publication of summons. Full sheet legal. each 10 cents.

No. 642. Order for Publication of Summons. Half sheet legal. each 10 cents.

No. 643. Affidavit of Service by Mail of Summons and copy of Complaint. Half sheet legal. each 5 cents.

No. 644. Summons of Juror. Quarter sheet cap. each 3 cents.

No. 645. Summons of Juror—City and County San Francisco. Quarter sheet cap. each 3 cents.

No. 646. Notice of Exception to Sufficiency of Sureties on Undertaking. Half sheet legal. each 5 cents.

No. 647. Notice of Justification of Sureties. Half sheet legal. each 5 cents.

No. 648. Venire. Half sheet cap. each 5 cents.

## JUSTICE'S COURT.

No. 664. Notice of Appeal. Half sheet legal. each 5 cents.

No. 666. Appeal Bond. Half sheet legal. each 5 cents.

No. 667. Affidavit for Order of Arrest—Departing out of State with intent to Defraud Creditors. Half sheet legal. each 5 cents.

No. 668. Affidavit for Order of Arrest—Tort.

No. 669. Affidavit for Order of Arrest—Removal, etc., of Property, with intent to Defraud Creditors. Half sheet legal. each 5 cents.

No. 670. Affidavit for Order of Arrest—Fraudulent Debtor. Half sheet legal. each 5 cents.

No. 671. Undertaking on Order of Arrest. Half sheet legal. each 5 cents.

No. 672. Undertaking by Defendant on Arrest. Half sheet legal. each 5 cents.

No. 673. Affidavit for Attachment against Resident. Half sheet legal. each 5 cents.

No. 674. Affidavit for Attachment against Resident—City and County San Francisco. Half sheet legal. each 5 cents.

No. 675. Undertaking on Attachment—City and County San Francisco. Half sheet legal. each 5 cents.

No. 676. Undertaking on Attachment. Half sheet legal. each 5 cents.

No. 677. Writ of Attachment—City and County San Francisco. Half sheet legal. each 5 cents.

No. 678. Copy of Writ of Attachment—City and County San Francisco. Half sheet legal. each 5 cents.

No. 679. Writ of Attachment. Half sheet legal. each 5 cents.

No. 680. Copy of Writ of Attachment. Half sheet legal. each 5 cents.

No. 681. Undertaking on Release of Attachment to be given to Constable. Half sheet legal. each 5 cents.

No. 682. Attachment for Defaulters. Quarter sheet cap. each 3 cents.

No. 684. Complaint on Claim and Delivery of Personal Property. Full sheet legal. each 10 cents.

No. 685. Complaint for Holding Over after Rent Due. Full sheet legal. each 10 cents.

No. 686. Complaint for Holding Over after Expiration of Term. Full sheet legal. each 10 cents.

No. 687. Memorandum of Costs and Disbursements. Half sheet legal. each 5 cents.

No. 688. Order of Examination of Defendant—City and County San Francisco. Half sheet legal. each 5 cents.

No. 689. Order of Examination of Defendants. Half sheet legal. each 5 cents.

No. 690. Order of Examination of Debtor of Defendant. Half sheet legal. each 5 cents.

No. 691. Order of Examination of Debtor of Defendant—City and County San Francisco. Half sheet legal. each 5 cents.

No. 692. Execution. Half sheet legal. each 5 cents.

No. 693. Execution—City and County San Francisco. Half sheet legal. each 5 cents.

No. 695. Affidavit on Claim and Delivery of Personal Property. Half sheet legal. each	5 cents.
No. 696. Undertaking on Claim and Delivery of Personal Property. Half sheet legal. each	5 cents.
No. 697. Undertaking on a Return to Defendant on Claim and Delivery of Personal Property. Half sheet legal. each	5 cents.
No. 698. Writ of Restitution. Full sheet legal. each	10 cents.
No. 699. Subpœna. Half sheet legal. each	5 cents.
No. 700. Copy of Subpœna. Half sheet legal. each	5 cents.
No. 701. Subpœna—City and County San Francisco. Half sheet legal. each	5 cents.
No. 702. Copy of Subpœna—City and County San Francisco. Half sheet legal. each	5 cents.
No. 703. Summons. Half sheet legal. each	5 cents.
No. 704. Summons—City and County San Francisco. Half sheet legal. each	5 cents.
No. 705. Summons—For holding over after Rent Due.	
No. 706. Summons—For holding over after expiration of term.	
No. 707. Summons of Juror. Quarter sheet cap. each	8 cents.
No. 708. Summons of Juror—City and County San Francisco. Quarter sheet cap. each	3 cents.
No. 709. Affidavit for Transfer of Action. Half sheet legal. each	5 cents.
No. 710. Notice of Time and Place of Trial of Transferred Action. Half sheet letter. each	4 cents.
No. 711. Venire. Half sheet letter. each	4 cents.
No. 712. Bond on Appeal from Judgment of Fine. Half sheet legal. each	5 cents.
No. 713. Bond on Appeal from Judgment of Imprisonment. Half sheet legal. each	5 cents.
No. 714. Bail Bond. Half sheet legal. each	5 cents.
No. 715. Bond for Appearance of Witness held to Testify. Half sheet legal. each	5 cents.
No. 716. Commitment—Held to Answer. Half sheet letter. each	4 cents.
No. 717. Commitment—On Sentence of Fine. Half sheet letter. each	4 cents.
No. 718. Commitment—On Sentence of Imprisonment. Half sheet letter. each	4 cents.
No. 720. Complaint—Criminal. Half sheet legal. each	5 cents.
No. 722. Peace Bond. Half sheet legal. each	5 cents.
No. 723. Subpœna—Criminal. Half sheet letter. each	4 cents.
No. 724. Verdict on Criminal Trial.	
No. 725. Warrant of Arrest. Half sheet letter. each	4 cents.
No. 726. Search Warrant. Half sheet letter. each	4 cents.

LEASE.

No. 728. Lease. Full sheet cap. each	10 cents.
No. 729. Lease. Another Form. Full sheet cap. each	10 cents.
No. 730. Lease. Another Form. Full sheet cap. each	10 cents.
No. 731. Lease. Another Form. Full sheet cap. each	10 cents.
No. 738. Marriage License and Certificate. Half sheet letter. each	4 cents.

MORTGAGE.

No. 744. Mortgage. Full sheet cap. each	10 cents.
No. 745. Mortgage. Same Form as No. 744. Full sheet folio. each	15 cents.
No. 746. Mortgage. Same Form as No. 744. Large space for description. Full sheet folio. each	15 cents.
No. 747. Mortgage. Another Form. Full sheet folio. each	15 cents.
No. 748. Mortgage. Another Form. Full sheet cap. each	10 cents.
No. 749. Mortgage. Same Form as No. 748. Full sheet folio. each	15 cents.
No. 750. Mortgage. Same Form as No. 748. Large space for description. Full sheet folio. each	15 cents.
No. 751. Mortgage. Another Form. Full sheet folio. each	15 cents.
No. 752. Mortgage. Another Form. Full sheet cap. each	10 cents.
No. 753. Mortgage. Same Form as No. 752. Full sheet folio. each	15 cents.
No. 754. Mortgage. Another Form. Full sheet folio. each	15 cents.

NOTICE.

No. 763. Notice of Constable's Sale. Half sheet cap. each	5 cents.
No. 769. Notice of Assessment. Half sheet letter. each	4 cents.
No. 784. Notice of Meeting of Stockholders. Half sheet letter. each	4 cents.
No. 792. Notice of Meeting of Trustees. Half sheet letter. each	4 cents.
No. 805. Notice of Protest. Half sheet letter. each	4 cents.
No. 809. Sheriff's Notice of Attachment. Quarter sheet cap. each	3 cents.
No. 810. Sheriff's Notice of Attachment of Stock. Quarter sheet cap. each	3 cents.

POWER OF ATTORNEY.

No. 826. General Power of Attorney. Full sheet cap. each	10 cents.
No. 827. Special Power of Attorney. Full sheet cap. each	10 cents.
No. 828. Special Power of Attorney. Another form. Full sheet cap. each	10 cents.
No. 832. Power of Attorney to Sell Stock. Full sheet cap. each	10 cents.
No. 835. Bill of Sale of Stock, with Power to Transfer. Half sheet letter. each	4 cents.

# CATALOGUE OF BLANKS.

- No. 836. Power to Receive Certificates of Stock. Half sheet letter. each 4 cents.
- No. 837. Irrevocable Stock Power. Half sheet letter. each 4 cents.
- No. 838. Stock Power of Attorney for Proxy. Half sheet letter. each 4 cents.
- No. 839. Power of Attorney to Vote at Meeting of Stockholders. Half sheet letter. each 4 cents.
- No. 851. Power of Attorney to Sell Lease, etc., Real Estate. Full sheet cap. each 10 cents.
- No. 858. Revocation of Power of Attorney. Half sheet cap. each 5 cents.
- No. 861. Substitution of Attorney in Fact. Full sheet cap. each 10 cents.

## PROBATE COURT.

- No. 862. Petition for Probate of Will. Full sheet legal. each 10 cents.
- No. 863. Order appointing time for Probate of Will, and directing publication of Notice. Half sheet legal. each 5 cents.
- No. 864. Notice for publication of time appointed for Probate of Will. Quarter sheet cap. each 3 cents.
- No. 865. Citation to Heirs and Parties interested in Probate. Half sheet legal. each 5 cents.
- No. 866. Subpoena. Half sheet cap. each 5 cents.
- No. 867. Order appointing Attorney for Minor Heirs or persons residing out of the County on application for Probate of Will. Half sheet legal. each 5 cents.
- No. 868. Testimony on Probate of Will. One and a half sheet legal. each 15 cents.
- No. 869. Consent of Attorney of Minors, etc., to Probate of Will. Half sheet legal. each 5 cents.
- No. 870. Certificate of Proof of Will and the facts found. Half sheet legal. each 5 cents.
- No. 871. Order Admitting Will to Probate. Half sheet legal. each 5 cents.
- No. 872. Bond—with more than two Sureties. Full sheet legal. each 10 cents.
- No. 873. Letters Testamentary. Half sheet cap. each 5 cents.
- No. 874. Letters of Administration, with the Will annexed. Half sheet cap. each 5 cents.
- No. 875. Petition for Letters of Administration. Half sheet legal. each 5 cents.
- No. 876. Order directing Posting of Notices of Application for Letters of Administration. Half sheet legal. each 5 cents.
- No. 877. Notice for Posting of Application for letters of Administration. Quarter sheet cap. each 3 cents.
- No. 878. Affidavit of Posting Notice of Application for Letters of Administration. Half sheet legal. each 5 cents.
- No. 879. Order Appointing Administrator. Half sheet legal. each 5 cents.
- No. 880. Bond on Qualifying. Half sheet legal. each 5 cents.
- No. 881. Bill of Clerk's Fees Due. Eighth sheet cap. each 2 cents.
- No. 882. Letters of Administration. Half sheet cap. each 5 cents.

- No. 883. Order Appointing Appraisers. Half sheet legal. each 5 cents.
- No. 884. Order of Publication of Notice to Creditors, and Notice to Creditors. Half sheet legal. each 5 cents.
- No. 885. Petition for Provision for Support of Family until return of Inventory. Half sheet legal. each 5 cents.
- No. 886. Order for Provision for Support of Family until Return of Inventory. Half sheet legal. each 5 cents.
- No. 887. Creditor's Claim. Full sheet legal. each 10 cents.
- No. 888. Inventory and Appraisement. One and a half sheets legal. each 15 cents.
- No. 889. Statement of Claims Presented. Half sheet legal. each 5 cents.
- No. 890. Petition for Order Setting Apart Personal Property for use of Family, and for Family Allowance. Full sheet legal. each 10 cents.
- No. 891. Order Setting Apart Personal Property for use of Family, and making Family Allowance. Half sheet legal. each 5 cents.
- No. 892. Petition for Decree Setting Apart Homestead for use of Family. Full sheet legal. each 10 cents.
- No. 893. Decree Setting Apart Homestead for use of Family. Half sheet legal. each 5 cents.
- No. 894. Affidavit of Publication of Notice or Order. Half sheet legal. each 5 cents.
- No. 895. Decree showing that due and legal notice to creditors has been given. Half sheet legal. each 5 cents.
- No. 896. Petition for Order of Sale of Personal Property. Half sheet legal. each 5 cents.
- No. 897. Order appointing time and place for hearing application to sell personal property, and directing notice to be given. Half sheet legal. each 5 cents.
- No. 898. Order of Sale of Personal Property. Half sheet legal. each 5 cents.
- No. 899. Notice of Sale of Personal Property. Half sheet cap. each 5 cents.
- No. 900. Return and Account of Sales of Personal Property, and Petition for Confirmation and Approval. Two full sheets legal. per each set 20 cents.
- No. 901. Order Approving Sales of Personal Property. Half sheet legal. each 5 cents.
- No. 902. Exhibit made at third term of Court. Full sheet legal. each 10 cents.
- No. 903. Petition for Order of Sale of Real Estate. One and a half sheets legal. each 15 cents.
- No. 904. Order to Show Cause why Order of Sale of Real Estate should not be made. Half sheet legal. each 5 cents.
- No. 905. Order Appointing Attorney of Minors on Application for Sale of Real Estate. Half sheet legal. each 5 cents.
- No. 906. Order of Sale of Real Estate. One and a half sheets legal. each 15 cents.
- No. 907. Assent of Attorney of Minors to Order of Sale or Confirmation of Sale of Real Estate. Half sheet legal. each 5 cents.
- No. 908. Notice of Sale of Real Estate. Full sheet legal. each 10 cents.
- No. 909. Bond on Sale of Real Estate. Half sheet legal. each 5 cents.



No. 910. Return and Account of Sale of Real Estate and Petition for Order Confirming Sale. Two and a half sheets legal. per each set	25 cents.	No. 938. Bond of Guardian on Order of Sale of Real Estate. Half sheet legal. each	5 cents.
No. 911. Order Fixing Day of Hearing Return of Sale of Real Estate. Half sheet legal. each	5 cents.	No. 942. Notice for Posting. Quarter sheet cap. each	4 cents.
No. 912. Notice by Clerk of Day Fixed for Hearing Return of Sale of Real Estate. Half sheet cap. each	5 cents.	No. 943. Affidavit of Posting Notice. Half sheet legal. each	5 cents.
No. 913. Affidavit of Posting Notice of Day Fixed for Hearing Return of Sale of Real Estate. Half sheet legal. each	5 cents.	No. 945. Letters. Half sheet cap. each	5 cents.
No. 914. Order Confirming Sale of Real Estate. Full sheet legal. each	10 cents.	No. 947. Bond. Half sheet legal. each	5 cents.
No. 915. Account. Two sheets legal. per each set	20 cents	PROMISSORY NOTES.	
No. 916. Report Accompanying Annual Account. Half sheet legal. each	5 cents.	No. 952. Promissory Note. each	1 cent.
No. 917. Order Appointing Day for Settlement of Account, and directing notice to be given. Half sheet legal. each	5 cents.	No. 961. Promissory Note—Collateral Security. Half sheet letter. each	4 cents.
No. 918. Order Appointing Guardian ad litem on Settlement of Account. Half sheet legal. each	5 cents.	No. 962. Promissory Note—Collateral Security. Another Form. Half sheet letter. each	4 cents.
No. 919. Notice, for posting, of Settlement of Account. Quarter sheet cap. each	8 cents.	No. 963. Promissory Note—Collateral Security. Another Form. Half sheet letter. each	4 cents.
No. 920. Affidavit of Posting Notice of Settlement of Account. Half sheet legal. each	5 cents.	PROTEST.	
No. 921. Order Appointing Referee of Account and Adjourning Settlement. Half sheet legal. each	5 cents.	No. 967. Protest. Half sheet cap. each	5 cents.
No. 922. Report of Referee of Account. Half sheet legal. each	5 cents.	No. 969. Protest—Bill of Lading. Half sheet cap. each	5 cents.
No. 923. Consent of Guardian ad litem to Settlement of Accounts. Half sheet legal. each	5 cents.	No. 970. Protest—To Note a Ship. Half sheet cap. each	5 cents.
No. 924. Decree of Settlement of Account. Full sheet legal. each	10 cents.	No. 971. Marine Protest. Full sheet folio. each	15 cents.
No. 925. Petition for Distribution of Estate. Full sheet legal. each	10 cents.	RECEIPT.	
No. 926. Order to show cause why Decree of Distribution should not be made. Half sheet legal. each	5 cents.	No. 972. Receipt. each	1 cent.
No. 927. Decree of Distribution of Estate. One and a half sheet legal. each	15 cents.	No. 973. Receipt for Rent. each	1 cent.
No. 928. Final Discharge. Half sheet legal. each	5 cents.	RELEASE.	
No. 929. Petition for Appointment of Guardian. Half sheet legal. each	5 cents.	No. 982. Release of All Demands. Full sheet cap. each	10 cents.
No. 930. Order Directing Notice of Application for Guardianship to be given to Relatives of Minor. Half sheet legal. each	5 cents.	RETURN.	
No. 931. Citation. Half sheet cap. each	5 cents.	No. 991. Sheriff's Return—Attachment Personal Property. Half sheet cap. each	5 cents.
No. 932. Order Appointing Guardian. Half sheet legal. each	5 cents.	No. 992. Sheriff's Return—Attachment Personal Property. Another Form. Half sheet cap. each	5 cents.
No. 933. Bond of Guardian of Minor upon qualifying. Half sheet legal. each	5 cents.	No. 993. Sheriff's Return—Attachment Stocks. Half sheet cap. each	5 cents.
No. 934. Letters of Guardianship. Half sheet cap. each	5 cents.	No. 994. Sheriff's Return—Sale of Real Estate. Half sheet cap. each	5 cents.
No. 935. Petition of Guardian for Order of Sale of Real Estate. Full sheet legal. each	10 cents.	SATISFACTION.	
No. 936. Order to Show Cause on Application of Guardian for Order of Sale of Real Estate. Half sheet legal. each	5 cents.	No. 997. Satisfaction of Judgment County Court. Half sheet legal. each	5 cents.
No. 937. Order Authorizing Guardian to Sell Real Estate. Full sheet legal. each	10 cents.	No. 998. Satisfaction of Judgment District Court. Half sheet legal. each	5 cents.
		No. 1001. Satisfaction of Mortgage. Full sheet cap. each	10 cents.
		WILL.	
		No. 1025. Will. Full sheet legal. each	10 cents.

FOR SALE, TO LET, ETC.

---

An Office to Let.

Apartments to Let.

A Room to Let.

For Sale (large).

For Sale (small).

For Sale (ruled).

For Sale or to Let.

Furnished Rooms to Let.

House and Lot for Sale.

Rooms to Let.

Store to Let and Fixtures for Sale.

This House to Let.

This Lot for Sale.

This Lot to be Leased.

This Property for Sale.

This Store to Let.

To Lease.

To Let (large).

To Let (small).

Unfurnished Rooms to Let.

## INDEX

TO

## CATALOGUE OF BLANKS.

- ABANDONMENT OF HOMESTEAD, No. 395.  
 ACCOUNT, Complaint on,—District Court, No. 524.  
 ACCOUNT—Probate Court, Nos. 915, 916, 917, 918, 919, 921, 923, 924.  
 ACKNOWLEDGMENT BEFORE COMMISSIONER FOR CAL., Nos. 153, 154, 155, 156.  
 ACKNOWLEDGMENT BEFORE COUNTY CLERK, Nos. 157, 158, 159, 160.  
 ACKNOWLEDGMENT BEFORE COUNTY RECORDER, Nos. 161, 162, 163, 164.  
 ACKNOWLEDGMENT BEFORE JUSTICE OF THE PEACE, Nos. 165, 166, 167, 168.  
 ACKNOWLEDGMENT BEFORE NOTARY, Nos. 169, 170, 171, 172, 173, 174, 175.  
 ACTION, Transfer of,—Justices' Court, Nos. 709, 710.  
 ADMINISTRATOR'S DEED, No. 339.  
 ADMITTING WILL TO PROBATE, No. 871.  
 AFFIDAVIT—District Court, Nos. 481, 488, 489, 490, 496, 497, 498, 499, 500, 539, 540, 545, 585, 600, 641, 643.  
 AFFIDAVIT—Justices' Court, Nos. 667, 669, 670, 673, 674, 695, 709.  
 AFFIDAVIT—Probate Court, Nos. 578, 594, 913, 920, 943.  
 AFFIDAVIT FOR MARRIAGE LICENSE, No. 3.  
 AFFIDAVIT OF RESIDENCE—District Court, No. 585.  
 AGREEMENT, Nos. 8 to 71.  
 AGREEMENT, Landlord and Tenant, Nos. 36, 37.  
 AGREEMENT TO DELIVER STOCK, No. 68.  
 AGREEMENT FOR SALE OF REAL ESTATE, No. 71.  
 ALTERNATIVE MANDAMUS—District Court, No. 571.  
 ANSWER—District Court, Nos. 482, 483.  
 APPEAL, Notice of,—District Court, No. 484.  
 APPEAL, Notice of,—Justices' Court, No. 664.  
 APPEAL, Undertaking on,—District Court, Nos. 485, 486, 487.  
 APPEAL BOND—Justices' Court, Nos. 666, 712, 713.  
 APPLICATION FOR ABATEMENT OF DUTIES, No. 337.  
 APPRAISER—Probate Court, Nos. 883, 884.  
 ARREST—District Court, Nos. 488, 489, 490, 491, 492, 493.  
 ARREST—Justices' Court, Nos. 667, 668, 669, 670, 671, 672, 725.  
 ARTICLES OF COPARTNERSHIP, No. 46.  
 ARTICLES, Shipping, Nos. 394, 395.  
 ASSENT OF ATTORNEY—Probate Court, No. 907.  
 ASSESSMENT, Notice of, No. 769.  
 ASSIGNMENT, Nos. 83 to 103.  
 ASSIGNMENT BY INSOLVENT, No. 92.  
 ASSIGNMENT OF DEBT, No. 90.  
 ASSIGNMENT OF JUDGMENT, No. 93.  
 ASSIGNMENT OF LEASE, No. 99.  
 ASSIGNMENT OF MORTGAGE, Nos. 102, 103.  
 ASSISTANCE, Writ of, No. 495.  
 ATTACHMENT, Affidavit for,—District Court, Nos. 496, 497, 498, 499, 500.  
 ATTACHMENT, Undertaking on,—District Court, Nos. 501, 502, 503, 504.  
 ATTACHMENT, Writ of,—District Court, Nos. 507, 508, 509, 510, 511, 512, 513, 514.  
 ATTACHMENT—Justices' Court, Nos. 673, 674, 675, 676, 677, 678, 679, 680, 681, 682.  
 ATTACHMENT, Witness or Juror—County Court, Nos. 249, 273.  
 ATTACHMENT FOR DEFAULTERS—District Court, No. 516.  
 ATTORNEY, Power of, Nos. 826 to 861.  
 BAIL BOND—County Court, No. 274.  
 BAIL BOND—Justices' Court, No. 714.  
 BARGAIN AND SALE DEED, Nos. 401, 402, 403, 404, 405, 406.  
 BENCH WARRANT—County Court, No. 297.  
 BILL CLERKS' FEES—County Court, No. 250.  
 BILL CLERKS' FEES—District Court, No. 517.  
 BILL CLERKS' FEES—Probate Court, No. 881.  
 BILL OF EXCHANGE, Complaint on,—District Court, Nos. 525, 526.  
 BILL OF LADING, No. 338.  
 BILL OF SALE, No. 121.  
 BILL OF SALE, Vessel, Nos. 339, 340, 341.  
 BILLS OF EXCHANGE, Nos. 114, 115, 116, 117.  
 BOND, Nos. 126, 127, 128.  
 BOND, Bail,—County Court, No. 274.  
 BOND—Justices' Court, Nos. 666, 712, 713, 714, 715, 722.  
 BOND—Probate Court, Nos. 572, 880, 909, 933, 938, 947.  
 BOND, Sheriff's Indemnity, Nos. 148, 149.  
 BOND FOR A DEED, No. 139.  
 BOND TO PRODUCE BILL LADING, No. 342.  
 BUILDER'S CONTRACT, No. 24.  
 BY-LAWS, Incorporated Company, No. 151.  
 CALENDAR, Notice to Clerk—District Court, No. 590.  
 CAPIAS, No. 301.  
 CERTIFICATE, Nos. 153 to 220.  
 CERTIFICATE, County Clerk, Nos. 204, 208, 210, 211.  
 CERTIFICATE, Coroner's, No. 237.  
 CERTIFICATE, Lading, No. 344.  
 CERTIFICATE, Sheriff's, Nos. 219, 220.  
 CERTIFICATE OF ASSIGNEE IN INSOLVENCY—County Court, No. 264.



# CATALOGUE OF BLANKS.

CERTIFICATE OF CITIZENSHIP—District Court, No. 588.  
 CERTIFICATE OF CLEARANCE, No. 345.  
 CERTIFICATE OF INCORPORATION, No. 188.  
 CERTIFICATE OF MARRIAGE, Nos. 215, 216.  
 CERTIFICATE OF PROOF OF WILL, No. 870.  
 CERTIFICATE OF SERVICE OF JUROR, County Court, No. 252.  
 CERTIFICATE OF SERVICE OF JUROR, District Court, No. 518.  
 CERTIFICATE TO COPY OF COMPLAINT—District Court, No. 523.  
 CERTIFICATE TO JUDGMENT-ROLL—County Court, No. 251.  
 CERTIFICATE TO JUDGMENT-ROLL—District Court, No. 519.  
 CERTIFIED COPY OF ORDER—District Court, Nos. 591, 592.  
 CERTIORARI—District Court, No. 520.  
 CHARTER PARTY, Nos. 18, 19.  
 CHATTEL MORTGAGE, No. 226.  
 CHECK, No. 230.  
 CHECK, Complaint on—District Court, No. 527.  
 CITATION—Probate Court, No. 931.  
 CITATION TO HEIRS, No. 865.  
 CITIZENSHIP—District Court, Nos. 581, 582, 583, 585, 588.  
 CLAIMS, Statement of,—Probate Court, No. 889.  
 CLEARANCE, Certificate of, No. 345.  
 CLERK'S CERTIFICATE to Copy Complaint—District Court, No. 523.  
 CLERK'S ENTRY OF DEFAULT—District Court, No. 544.  
 CLERK'S FEES—County Court, No. 250.  
 CLERK'S FEES—District Court, No. 517.  
 CLERK'S FEES—Probate Court, No. 881.  
 COASTING MANIFEST, No. 375.  
 COMMISSIONER, Acknowledgment before, Nos. 153, 154, 155, 156.  
 COMMISSIONER, to take Testimony—District Court, Nos. 545, 546, 547, 548.  
 COMMITMENT—Justices' Court, Nos. 716, 717, 718.  
 COMMITMENT TO COUNTY JAIL—County Court, No. 280.  
 COMMITMENT TO STATE PRISON—County Court, No. 281.  
 COMPLAINT—District Court, Nos. 521, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537.  
 COMPLAINT—Justices' Court, Nos. 684, 685, 686, 720.  
 COMPLAINT, &c., Insane Person—County Court, No. 259.  
 CONFESSION OF JUDGMENT—District Court, No. 568.  
 CONSENT OF ATTORNEY TO PROBATE, No. 869.  
 CONSENT OF GUARDIAN TO SETTLEMENT, No. 923.  
 CONSTABLE SALE, Notice of, No. 763.  
 CONTRACT, Nos. 8 to 71.  
 CONTRACT, Builder's, No. 24.  
 COPARTNERSHIP, Articles of, No. 46.  
 COPY OF SUBPENA—District Court, Nos. 604, 606, 608, 610.  
 COPY OF SUBPENA—Justices' Court, Nos. 700, 702.  
 COPY OF SUMMONS—District Court, Nos. 614, 616, 618, 620, 637.  
 COPY OF WRIT OF ATTACHMENT—District Court, Nos. 508, 510, 512, 514.  
 COPY OF WRIT OF ATTACHMENT—Justices' Court, Nos. 668, 680.  
 CORONER, Nos. 237 to 244.  
 CORONER'S CERTIFICATE, No. 237.  
 CORONER'S SUBPENA, No. 241.  
 CORONER'S SUMMONS, No. 245.

CORONER'S WARRANT, No. 244.  
 COSTS, Memorandum of,—County Court, No. 269.  
 COSTS, Memorandum of,—District Court, No. 539.  
 COSTS, Memorandum of,—Justices' Court, No. 687.  
 COUNTY CLERK, Acknowledgment before, Nos. 157, 158, 159, 160.  
 COUNTY CLERK'S CERTIFICATE, Nos. 204, 208, 209, 210, 211.  
 COUNTY COURT, Nos. 249 to 302.  
 COUNTY RECORDER, Acknowledgment before, Nos. 161, 162, 163, 164.  
 CUSTOM HOUSE, Nos. 337 to 395.  
 CUSTOM HOUSE, Power of Attorney, No. 885.  
 CREDITORS—Probate Court, Nos. 884, 887, 895.  
 CRIMINAL COMPLAINT—Justices' Court, No. 720.  
 CRIMINAL SUBPENA—Justices' Court, No. 723.  
 DEBT, Assignment of, No. 90.  
 DEBTOR, Judgment,—District Court, Nos. 539, 540.  
 DECLARATION OF HOMESTEAD, No. 397.  
 DECLARATION OF INTENTION—District Court, Nos. 581, 583, 583.  
 DECREE OF DISCHARGE OF INSOLVENT—County Court, No. 265.  
 DECREE OF DISTRIBUTION—Probate Court, No. 927.  
 DECREE OF DIVORCE—District Court, No. 553.  
 DECREE OF FORECLOSURE—District Court, No. 573.  
 DECREE OF SETTLEMENT—Probate Court, No. 924.  
 DECREE SETTING APART HOMESTEAD—Probate Court, No. 893.  
 DECREE SHOWING NOTICE TO CREDITORS—Probate Court, No. 895.  
 DECISION OF COURT, No. 302.  
 DEED, Nos. 399 to 473.  
 DEED, Administrator's, No. 399.  
 DEED, Bargain and Sale, Nos. 401, 402, 403, 404, 405, 406.  
 DEED, Bond for, No. 139.  
 DEED, Executor's, No. 414.  
 DEED OF GIFT, No. 418.  
 DEED OF GUARDIAN, No. 422.  
 DEED OF MINING CLAIM, Nos. 432, 436.  
 DEED, Quit Claim, Nos. 439, 440, 441, 442, 443, 444, 443, 449, 450.  
 DEED, Sheriff's, Nos. 453, 454, 455, 456.  
 DEED, Warranty against Grantor, Nos. 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471.  
 DEED, Warranty, Nos. 472, 473, 474, 475, 476, 477, 478.  
 DEFAULT, Clerk's Entry of—District Court, No. 544.  
 DEFAULT, Judgment by—District Court, No. 564, 565.  
 DEFAULTERS—District Court, No. 516.  
 DEFAULTERS—Justices' Court, No. 682.  
 DEFAULTING WITNESS OR JUROR—County Court, No. 249.  
 DEPOSITION—District Court, Nos. 549, 550, 551, 552.  
 DISCHARGE, Final—Probate Court, No. 928.  
 DISTRICT COURT, Nos. 301, 302, and 481 to 648.  
 DIVORCE, Decree of—District Court, No. 553.  
 DRAFT, No. 230.  
 DUTIES, Abatement of, No. 337.  
 EJECTMENT—District Court, Nos. 530, 531, 597.  
 ENTRY, Export, Nos. 348, 357, 360.  
 ENTRY, Inward, Nos. 363, 364, 365.  
 ENTRY, Inward Foreign, No. 368.  
 ENTRY, Port, No. 355.  
 ENTRY, Re-Warehouse, Nos. 353, 356, 358.  
 ENTRY, Re-Warehouse Withdrawal, Nos. 350, 351.  
 ENTRY, Re-withdrawal, Nos. 349, 361.  
 ENTRY, Transportation, No. 367.  
 ENTRY, Warehouse, Nos. 359, 362.

- EXAMINATION, Order of—Justices' Court, Nos. 688, 689, 690, 691.
- EXECUTION—County Court, No. 254.
- EXECUTION—District Court, Nos. 554, 555.
- EXECUTION—Justices' Court, Nos. 692, 693.
- EXECUTOR'S DEED, No. 414.
- EXHIBIT—Probate Court, No. 902.
- INWARD ENTRY, Nos. 348, 357, 360.
- FAMILY, Support of—Probate Court, Nos. 685, 686, 890, 891, 892, 893.
- FEEB, Bill Clerk's—County Court, No. 250.
- FEEB, Bill Clerk's—District Court, No. 517.
- FEEB, Bill Clerk's—Probate Court, No. 881.
- FINAL DISCHARGE—Probate Court, No. 925.
- FINDING OF COURT, No. 302.
- FORECLOSURE, Decree of—District Court, No. 578.
- FORECLOSURE OF MORTGAGE, Complaint—District Court, No. 586.
- FORECLOSURE OF MORTGAGE, Notice—District Court, No. 598.
- FORECLOSURE OF MORTGAGE, Summons—District Court, Nos. 636, 637.
- GIFT DEED, Nos. 418, 420.
- GUARDIAN, Nos. 918, 923, 980, 932, 933, 934, 935, 936, 937, 938.
- GUARDIAN'S DEED, No. 422.
- HABEAS CORPUS, Order Granting Writ of—County Court, No. 257.
- HABEAS CORPUS, Order Granting Writ of—District Court, No. 559.
- HABEAS CORPUS, Petition for Writ of—County Court, No. 256.
- HABEAS CORPUS, Petition for Writ of—District Court, No. 558.
- HABEAS CORPUS, Writ of—County Court, No. 258.
- HABEAS CORPUS, Writ of—District Court, No. 560.
- HEIRS, Attorney for, No. 867.
- HEIRS, Citation to, No. 865.
- HOLDING OVER, Complaint for—Justices' Court, Nos. 685, 686.
- HOLDING OVER, Summons for—Justices' Court, Nos. 705, 706.
- HOMESTEAD, Abandonment of, No. 398.
- HOMESTEAD, Declaration of, No. 397.
- HOMESTEAD—Probate Court, Nos. 592, 593.
- INCORPORATED COMPANY, By-Laws, Nos. 150, 151.
- INCORPORATION, Certificate of, No. 188.
- INDIGNITY BOND, Sheriff's, Nos. 148, 149.
- INDICTMENT—County Court, No. 283.
- INJUNCTION—District Court, Nos. 561, 562, 563.
- INSANE PERSON, Complaint, &c.—County Court, No. 259.
- INSOLVENT, Assignment by, No. 92.
- INSOLVENT, Certificate of Assignee—County Court, No. 264.
- INSOLVENT, Decree of Discharge—County Court, No. 265.
- INSOLVENT, Notice to Creditors—County Court, No. 262.
- INSOLVENT, Order Appointing Sheriff Assignee,—County Court, No. 263.
- INSOLVENT, Order to Show Cause—County Court, No. 261.
- INSOLVENT, Petition of,—County Court, No. 260.
- INSTRUCTIONS TO COMMISSIONER—District Court, No. 548.
- INTENTION, Declaration of,—District Court, Nos. 551, 582, 588.
- INVENTORY AND APPRAISEMENT—Probate Court, No. 888.
- INWARD ENTRY, Nos. 362, 364, 365.
- INWARD FOREIGN ENTRY, No. 368.
- INWARD FOREIGN MANIFEST, No. 374.
- IRREVOCABLE STOCK POWER, No. 887.
- JAIL, Commitment to,—County Court, No. 280.
- JUDGMENT, Assignment of, No. 93.
- JUDGMENT—District Court, Nos. 564, 565, 566, 567, 568, 570.
- JUDGMENT ROLL, Certificate to,—County Court, No. 251.
- JUDGMENT ROLL, Certificate to,—District Court, No. 519.
- JUDGMENT, Satisfaction of, Nos. 997, 998.
- JUROR, Attachment for,—County Court, Nos. 249, 273.
- JUROR, Certificate of Service—District Court, No. 518.
- JUROR, Contempt,—District Court, No. 515.
- JUROR, Coroner's Summons of, No. 243.
- JUROR, Summons of,—County Court, No. 294.
- JUROR, Summons—District Court, Nos. 644, 645.
- JUROR, Summons of—Justices' Court, Nos. 707, 708.
- JUROR'S CERTIFICATE OF SERVICE—County Court, No. 292.
- JUSTICE OF PEACE, Acknowledgment before, Nos. 165, 166, 167, 168.
- JUSTICES' COURT, Nos. 664 to 726.
- LANDING CERTIFICATE, No. 344.
- LANDLORD AND TENANT'S AGREEMENT, Nos. 366, 367.
- LEASE, Nos. 36, 37, and 728 to 731.
- LEASE, ASSIGNMENT OF, No. 99.
- LETTERS OF ADMINISTRATION, Nos. 874, 875, 876, 877, 878, 879, 882.
- LETTERS TESTAMENTARY, Nos. 878, 945.
- LICENSE, Affidavit for Marriage, No. 3.
- LICENSE, Marriage, No. 738.
- MANDAMUS—District Court, Nos. 571, 572.
- MANIFEST, Coasting, No. 375.
- MANIFEST, Inward Foreign, No. 374.
- MANIFEST, Outward Foreign, No. 377.
- MANIFEST, Shippers', No. 376.
- MANIFEST, VIA PANAMA, No. 373.
- MARINE PROTEST, No. 971.
- MARRIAGE, Certificate of, Nos. 215, 216, 738.
- MARRIAGE LICENSE, No. 738.
- MARRIAGE LICENSE, Affidavit for, No. 3.
- MEETING, Notice of, Nos. 781, 782.
- MEMORANDUM OF COSTS—County Court, No. 269.
- MEMORANDUM OF COSTS—District Court, No. 585.
- MEMORANDUM OF COSTS—Justices' Court, No. 687.
- METING DEED, Nos. 432, 433, 434, 435.
- MONEY LENT, Complaint—District Court, Nos. 532, 533.
- MORTGAGE, Nos. 744 to 744.
- MORTGAGE, Assignment of, Nos. 102, 103.
- MORTGAGE, Chattel, No. 226.
- MORTGAGE, Satisfaction of, No. 1001.
- MORTGAGE, Vessel, Nos. 378, 379, 380.
- MOTION, Notice of,—District Court, No. 550.
- NEW TRIAL, Notice of,—District Court, No. 589.
- NOTARY PUBLIC, Acknowledgment before, Nos. 169, 170, 171, 172, 173, 174, 175.
- NOTICE, Nos. 723 to 810.

# CATALOGUE OF BLANKS.

NOTICE FOR POSTING—Probate Court, Nos. 877, 919, 942.  
 NOTICE FOR PUBLICATION—Probate Court, No. 864.  
 NOTICE OF APPEAL—District Court, No. 484.  
 NOTICE OF EXAMINATION—District Court, No. 551.  
 NOTICE OF EXCEPTION TO SURETIES—District Court, No. 646.  
 NOTICE OF INTENTION—District Court, No. 589.  
 NOTICE OF JUSTIFICATION OF SURETIES—District Court, No. 647.  
 NOTICE OF MOTION—District Court, No. 530.  
 NOTICE OF PENDENCY OF ACTION—District Court, Nos. 597, 598, 599.  
 NOTICE OF SALE—Probate Court, Nos. 899, 908.  
 NOTICE OF TAKING DEPOSITION—District Court, No. 550.  
 NOTICE TO CLERK—District Court, No. 590.  
 NOTICE TO CREDITORS OF INSOLVENT—County Court, No. 262.  
 NOTICE, Transfer of Action—Justices' Court, No. 710.  
 OATH OF OWNER, No. 882.  
 ORDER ADMITTING PROBATE, No. 871.  
 ORDER APPOINTING ADMINISTRATOR, No. 879.  
 ORDER APPOINTING APPRAISERS—Probate Court, No. 883.  
 ORDER APPOINTING ATTORNEY—Probate Court, No. 867.  
 ORDER APPOINTING GUARDIAN, Nos. 918, 930, 932.  
 ORDER APPOINTING REFEREE—Probate Court, No. 921.  
 ORDER APPOINTING SETTLEMENT—Probate Court, No. 917.  
 ORDER APPOINTING SHERIFF ASSIGNEE IN INSOLVENCY—County Court, No. 263.  
 ORDER APPOINTING TIME—Probate Court, Nos. 883, 897.  
 ORDER, Certified Copy of,—District Court, Nos. 591, 592.  
 ORDER DIRECTING POSTING OF NOTICE—Probate Court, No. 876.  
 ORDER FOR PUBLICATION—District Court, No. 642.  
 ORDER FOR SUPPORT OF FAMILY—Probate Court, Nos. 886, 891.  
 ORDER GRANTING WRIT OF HABEAS CORPUS—County Court, No. 257.  
 ORDER GRANTING WRIT OF HABEAS CORPUS—District Court, No. 559.  
 ORDER OF ARREST—District Court, No. 492.  
 ORDER OF EXAMINATION—Justices' Court, Nos. 653, 659, 690, 691.  
 ORDER OF GUARDIAN TO SELL REAL ESTATE, Nos. 936, 937.  
 ORDER OF INJUNCTION—District Court, No. 561.  
 ORDER OF PUBLICATION—Probate Court, No. 854.  
 ORDER OF SALE—District Court, No. 593.  
 ORDER, Sale Real Estate—Probate Court, Nos. 904, 905, 906, 911, 914.  
 ORDER, Sales Personal Property—Probate Court, Nos. 898, 901.  
 ORDER TO SHOW CAUSE, Distribution—Probate Court, No. 926.  
 ORDER TO SHOW CAUSE IN INSOLVENCY—County Court, No. 261.  
 ORDER TO SHOW CAUSE, Juror—District Court, No. 515.  
 ORDER TO TAKE TESTIMONY—District Court, No. 546.  
 OUTWARD FOREIGN MANIFEST, No. 877.

PASSENGERS, Return of, No. 391.

PEACE BOND—Justices' Court, No. 722.  
 PEREMPTORY MANDAMUS—District Court, No. 572.  
 PERSONAL PROPERTY, Complaint on,—District Court, No. 523.  
 PERSONAL PROPERTY—District Court, Nos. 600, 601, 602.  
 PERSONAL PROPERTY—Justices' Court, Nos. 654, 695, 696, 697.  
 PERSONAL PROPERTY—Probate Court, Nos. 890, 891, 896, 897, 898, 899, 900, 901.  
 PETITION FOR APPOINTMENT OF GUARDIAN, No. 929.  
 PETITION FOR DISTRIBUTION—Probate Court, No. 925.  
 PETITION FOR HOMESTEAD—Probate Court, No. 892.  
 PETITION FOR LETTEES OF ADMINISTRATION, No. 875.  
 PETITION FOR PROBATE OF WILL, No. 862.  
 PETITION FOR SALE OF PERSONAL PROPERTY—Probate Court, No. 896.  
 PETITION FOR SALE OF REAL ESTATE—Probate Court, No. 903.  
 PETITION FOR SUPPORT OF FAMILY, Nos. 885, 890.  
 PETITION FOR WRIT OF HABEAS CORPUS—County Court, No. 256.  
 PETITION OF INSOLVENT—County Court, No. 260.  
 POSSESSION, Writ of,—County Court, No. 255.  
 POSSESSION, Writ of,—District Court, No. 556.  
 POSTING, Notice for,—Probate Court, No. 942.  
 POWER OF ATTORNEY, Nos. 826 to 861.  
 POWER OF ATTORNEY, Custom House, No. 885.  
 PROBATE COURT, Nos. 862 to 947.  
 PROBATE OF WILL, Nos. 862, 863, 864, 865, 867, 868, 869, 870, 871.  
 PROMISSORY NOTES, Nos. 952 to 963.  
 PROMISSORY NOTE, Complaint on,—District Court, Nos. 534, 535.  
 PROTEST, Nos. 967 to 971.  
 PROTEST, Notice of, No. 805.  
 QUIET TITLE, Complaint to,—District Court, No. 537.  
 QUIET TITLE, Notice—District Court, No. 599.  
 QUIT CLAIM DEED, Nos. 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450.  
 REAL ESTATE, Agreement for Sale of, No. 71.  
 REAL ESTATE—Probate Court, Nos. 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 935, 936, 937, 938.  
 RECEIPT, Nos. 972, 973.  
 REFEREE—Probate Court, Nos. 921, 922.  
 RELEASE, No. 982.  
 RELEASE, Undertaking on,—District Court, Nos. 505, 506.  
 REPORT, Annual Account—Probate Court, No. 916.  
 REPORT OF REFEREE—Probate Court, No. 922.  
 REPORT OF SPIRITS AND TEAS, No. 390.  
 RETURN, Nos. 991 to 994.  
 RETURN OF PASSENGERS, No. 391.  
 RETURNS, Personal Property—Probate Court, No. 900.  
 RETURNS, Real Estate—Probate Court, No. 910.  
 RESTITUTION, Writ of,—Justices' Court, No. 698.  
 REVOCATION OF POWER OF ATTORNEY, No. 858.  
 RE-WAREHOUSE ENTRY, Nos. 353, 356, 358.  
 RE-WAREHOUSE, Withdrawal Entry, No. 349, 350, 351.  
 SALE, Order of,—District Court, No. 593.  
 SATISFACTION OF JUDGMENT, Nos. 997, 998.  
 SATISFACTION OF MORTGAGE, No. 1001.



- SEARCH WARRANT—Justices' Court, No. 726.  
 SERVICE BY MAIL—District Court, No. 643.  
 SHERIFF'S CERTIFICATE, Nos. 219, 220.  
 SHERIFF'S DEED, Nos. 453, 454, 455, 456.  
 SHERIFF'S INDEMNITY BOND, Nos. 148, 149.  
 SHERIFF'S NOTICE OF ATTACHMENT, Nos. 809, 810.  
 SHERIFF'S RETURN, Nos. 991 to 994.  
 SHIPPER'S MANIFEST, No. 376.  
 SHIPPING ARTICLES, Nos. 394, 395.  
 SPIRITS AND TEAS, Report of, No. 390.  
 STATEMENT, Confession, and Entry of Judgment—  
 District Court, No. 563.  
 STATEMENT OF CLAIMS—Probate Court, No. 889.  
 STATE PRISON, Commitment to,—County Court,  
 No. 251.  
 STIPULATION ON TRIAL—District Court, No. 549.  
 STOCK POWER OF ATTORNEY, Nos. 835, 836, 837, 838.  
 SUMMONS—Coroner, No. 243.  
 SUMMONS—County Court, Nos. 271, 294.  
 SUMMONS—District Court, Nos. 613, 614, 615, 616,  
 617, 618, 619, 620, 636, 637, 641, 642, 643, 644, 645.  
 SUMMONS—Justices' Court, Nos. 703, 704, 705, 706,  
 707, 708.  
 SUBPENA—Coroner, No. 241.  
 SUBPENA—County Court, Nos. 270, 291, 292, 293.  
 SUBPENA—District Court, Nos. 603, 604, 605, 606,  
 607, 608, 609, 610, 611.  
 SUBPENA—Justices' Court, Nos. 699, 700, 701, 702,  
 723.  
 SUBPENA—Probate Court, No. 866.  
 SUBSTITUTION OF ATTORNEY, No. 861.  
 SURETIES—District Court, Nos. 646, 647.  
 TESTIMONY ON PROBATE OF WILL, No. 863.  
 TESTIMONY, Order to Take—District Court, No. 546.  
 TRANSCRIPT OF JUDGMENT—District Court, No. 570.  
 TRANSFER OF ACTION—Justices' Court, No. 709, 710.  
 TRANSPORTATION ENTRY, No. 367.  
 TRUST DEED, Mining Company, No. 436.  
 UNDERTAKING—District Court, Nos. 485, 486, 487,  
 491, 493, 501, 502, 503, 504, 505, 506, 562, 601, 602.  
 UNDERTAKING—Justices' Court, Nos. 671, 672, 675,  
 676, 681, 696, 697.  
 VENIRE—County Court, No. 295.  
 VENIRE—District Court, No. 643.  
 VENIRE—Justices' Court, No. 711.  
 VERDICT, Judgment on,—District Court, No. 567.  
 VERDICT—Justices' Court, No. 724.  
 VESSEL, Bill of Sale, Nos. 339, 340, 341.  
 VESSEL, Mortgage, Nos. 378, 379, 880.  
 WAREHOUSE AND EXPORTATION ENTRY, No. 359.  
 WAREHOUSE ENTRY, Nos. 362, 369.  
 WARRANT OF ARREST—Justices' Court, No. 725.  
 WARRANT, Bench—County Court, No. 297.  
 WARRANT, Coroner's, No. 244.  
 WARRANT, Search—Justices' Court, No. 726.  
 WARRANTY AGAINST GRANTOR, Deed, Nos. 459, 460,  
 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471.  
 WARRANTY DEED, Nos. 472, 473, 474, 475, 476, 477,  
 478.  
 WHALEMEN'S SHIPPING PAPER, No. 394.  
 WILL, No. 1025.  
 WILL, Probate of, Nos. 862, 863, 864, 865, 866, 867,  
 868, 869, 870, 871.  
 WITHDRAWAL ENTRY, No. 361.  
 WITNESS, Bond for,—Justices' Court, No. 712.  
 WITNESS OUT OF STATE—District Court, No. 545.  
 WRIT OF ASSISTANCE—District Court, No. 495.  
 WRIT OF ATTACHMENT—District Court, Nos. 507,  
 508, 509, 510, 511, 512, 513, 514.  
 WRIT OF ATTACHMENT—Justices' Court, Nos. 667,  
 668, 679, 680.  
 WRIT OF HABEAS CORPUS—County Court, No. 258.  
 WRIT OF HABEAS CORPUS—District Court, No. 560.  
 WRIT OF POSSESSION—County Court, No. 255.  
 WRIT OF POSSESSION—District Court, No. 556.  
 WRIT OF RESTITUTION—Justices' Court, No. 698.

FORMS  
AND  
USE OF BLANKS:

BEING  
OVER ONE THOUSAND FORMS  
IN  
ORDINARY LEGAL AND BUSINESS TRANSACTIONS,  
AND INCLUDING  
OVER FIVE HUNDRED LAW AND COMMERCIAL BLANKS FILLED UP.

DRAWN STRICTLY IN CONFORMITY WITH THE  
LAWS OF THE STATE OF CALIFORNIA,

AND ADAPTED FOR USE ALSO IN  
NEVADA, OREGON, WASHINGTON, IDAHO, MONTANA, ARIZONA,  
AND UTAH.

WITH  
REMARKS AND INSTRUCTIONS RELATIVE TO THE USING AND FILLING UP OF  
THE BLANKS, AND THE ACKNOWLEDGING, RECORDING, AND STAMPING  
OF THE INSTRUMENTS OF WHICH FORMS ARE GIVEN.

BY R. W. HENT,  
COUNSELOR AT LAW.

IN TWO VOLUMES.  
VOL I.

SAN FRANCISCO:  
H. H. BANCROFT & COMPANY.

1866.

Entered according to Act of Congress, in the year 1866.

By H. H. BANCROFT & CO.,

In the Clerk's Office of the District Court of the United States for the  
Northern District of California.

T  
H39845  
1866



KJF 26 JUN 58

## PREFACE.

---

By the use of printed blanks, lawyers, conveyancers, merchants, and business men are frequently enabled to do, in a few minutes, and with accuracy, thoroughness, and neatness, what would otherwise require much time and labor.

So generally have these advantages been appreciated, that the sale of law and commercial blanks has, in large cities, become a distinct and flourishing branch of business.

Hitherto, however, certain difficulties have retarded the sale and use of blanks. In many cases, lawyers and others do not know that any particular blank is published, or, knowing the same to be published, cannot tell whether it is exactly what they want, and, rather than look over a catalogue (if there happen to be one at hand), and then, at the publisher's, examine the blank itself, perhaps only to find that it would not answer, they will write out entirely the instrument wanted, thus often depriving themselves of the advantages of the use of blanks, and the publisher of an opportunity to sell what must be extensively sold to pay the expenses of publication. Frequently, too, the greatest care and skill on the part of an author are unable to suggest to unprofessional and even professional men how to properly fill up the blank spaces.

The object of this work is to overcome these difficulties, and, at the same time, to furnish a collection of reliable and useful Forms. By means of this book, it can readily be seen whether any particular blank is published by the publishers of this work, whether the blank will answer the case in hand, and how the author intended the blank spaces to be filled up.

Under the name of each Form of which a corresponding blank is published, the words "BLANK PUBLISHED" are printed, and the corresponding blank spaces in the blank are, in this book, filled up with letters or words printed in script type; thus showing at once whether a blank is published, what portions of it are printed, what portions of it are left blank, and the length of, and the character of the matter to be inserted into, the blank spaces; and to facilitate purchases, the blanks are numbered the same as the corresponding Forms in the book.

There are also, at the end of all Forms of which corresponding blanks are published, whenever necessary, descriptions of the blanks, remarks in relation to their use, and directions as to how the blank spaces may be increased.

SAN FRANCISCO, July 1, 1866.

# CONTENTS.

---

	NO. FORM.
AFFIDAVIT . . . . .	1-7
AGREEMENT AND CONTRACT . . . . .	8-79
APPLICATION . . . . .	80
APPOINTMENT . . . . .	81, 82
ASSIGNMENT . . . . .	83-112
 BILL OF EXCHANGE . . . . .	 113-118
BILL OF SALE . . . . .	119-125
BOND . . . . .	126-149
BY-LAWS . . . . .	150-151
 CERTIFICATE . . . . .	 152-221
CERTIFICATE AND CONSENT . . . . .	222-225
CHATTEL MORTGAGE . . . . .	226, 227
CHECK, DRAFT, AND ORDER . . . . .	228-235
COMMISSION . . . . .	236
CORONER . . . . .	237-244
COUNTY COURT.—CIVIL CASES . . . . .	245-272
COUNTY COURT.—CRIMINAL CASES . . . . .	273-298
COUNTY OR DISTRICT COURT . . . . .	299-308
COUNTY, DISTRICT, OR JUSTICE'S COURT . . . . .	309-322
COVENANT . . . . .	323-336
CUSTOM HOUSE . . . . .	337-396
 DECLARATION . . . . .	 397, 398
DEED . . . . .	399-480
DISTRICT COURT . . . . .	481-650
DUE BILL . . . . .	651-653
 ENDORSEMENT . . . . .	 654-662
INVENTORY . . . . .	663



JUSTICE'S COURT.—CIVIL CASES . . . . .	NO. FORM 664-711
JUSTICE'S COURT.—CRIMINAL CASES . . . . .	712-727
LEASE . . . . .	728-737
MARRIAGE . . . . .	738-740
MINING LAWS . . . . .	741-743
MORTGAGE . . . . .	744-758
NOTICE . . . . .	759-814
OATH . . . . .	815-825
POWER OF ATTORNEY. . . . .	826-861
PROBATE COURT . . . . .	862-951
PROMISSORY NOTE . . . . .	952-966
PROTEST . . . . .	967-971
RECEIPT . . . . .	972-980
RELEASE . . . . .	981-989
REPORT AND RETURN . . . . .	990-996
SATISFACTION . . . . .	997-1002
SCHOOL . . . . .	1003-1024
WILL . . . . .	1025-1044

# FORMS

AND

## USE OF BLANKS.

ACCOUNT.—See PROBATE COURT.

ACKNOWLEDGMENT.—See CERTIFICATE.

ADMINISTRATOR.—See DEED. PROBATE COURT.

### Affidavit.

No. 1.

Affidavit.

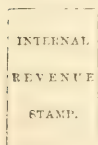
State of California, }  
County of Sierra, } ss.

John Doe, of Downieville, in said county and State, being duly sworn, says: That *(here state the facts, or, if the matters embraced in the affidavit are not within the affiant's own knowledge, but have been communicated to him by others in whose assertions he places confidence, then say: That he is informed and believes it to be true, that, stating what he has been informed of).*

JOHN DOE.

Subscribed and sworn to before me, this }  
30th day of September, A. D. 1864. }  
THOMAS H. MERRY, Notary Public. }  
(Notarial Seal.)

**Stamps.**—In the few cases where stamps are attached to affidavits, the certificate (or 5 cents) stamp is used.



Affidavits in suits or legal proceedings shall be exempt from stamp duty.—*Schedule Documents* *B of U. S. Internal Revenue Act of June 30th, 1864.*  
*exempt.*

All official instruments, documents, and papers, issued or used by the officers of the United States Government, shall be and are hereby exempt from duty.—*Sec. 154 of said Act.*

No stamp duty shall be required on any paper relating to applications for bounties, arrearages of pay or pensions, or to the receipt thereof from time to time; nor on any certificate of the record of a deed or other instrument in writing, or of the acknowledgment or proof thereof by attesting witnesses.—*Sec. 160 of said Act.*

Any document of any kind made or purporting to be made in any foreign country to be used in the United States, shall pay the same duty as is required by law on *Documents* similar instruments or documents when made or issued in the United *made in* States; and the party to whom the same is issued, or by whom it is to *foreign coun-* be used, shall, before using the same, affix thereon the stamp or stamps *try.* indicating the duty required.—*Sec. 163 of said Act.*

On and after the first day of August, 1864, there shall be levied, collected, and paid, for and in respect of the several instruments, matters, and things mentioned and described in the schedule (marked B), or for or in respect of the vel[um], *By whom* parchment, or paper upon which such instruments, matters, or things, or *stamp duties* any of them, shall be written or printed, by any person or persons, or *to be paid.* party who shall make, sign, or issue the same, or for whose use or benefit the same shall be made, signed, or issued, the several duties or sums of money set down in figures against the same, respectively, or otherwise specified or set forth in the said schedule.—*Sec. 151 of said Act.*

It shall not be lawful to record any instrument, document, or paper required by *Instrument* law to be stamped, unless a stamp or stamps of the proper amount shall *not to be* have been affixed; and the record of any such instrument, upon which *recorded un-* the proper stamp or stamps aforesaid shall not have been affixed, shall be *less properly* utterly void, and shall not be used in evidence.—*Sec. 152 of said Act.* *stamped.*

No instrument, document, writing, or paper of any description, required by law to be stamped, shall be deemed or held invalid and of no effect for want of the particular *Particular* kind or description of stamp designated for and denoting the duty *stamps.* charged on any such instrument, document, writing, or paper, provided a legal stamp or stamps, denoting a duty of equal amount, shall have been duly affixed and used thereon: *Provided.* That the provisions of this section shall not apply to any stamp appropriated to denote the duty charged on proprietary articles, or articles enumerated in Schedule C.—*Sec. 153 of said Act.*

In any and all cases where an adhesive stamp shall be used for denoting any duty imposed by this act, except as hereinafter provided, the person using or affixing the



same shall write thereupon the initials of his name and the date upon which the same shall be attached or used, so that the same may not again be used. And if any person shall fraudulently make use of an adhesive stamp to denote any duty imposed by this act without so effectually canceling and obliterating such stamp, except as before mentioned, he, she, or they shall forfeit the sum of fifty dollars.—*Sec. 156 of said Act.*

Made of  
canceling  
stamps, and  
penalty for  
failure to can-  
cel.

The Commissioner of Internal Revenue is authorized to prescribe such method for the cancellation of stamps, as substitute for, or in addition to, the method now prescribed by law, as he may deem expedient and effectual.—*Sec. 157 of said Act.*

Any person or persons who shall make, sign, or issue, or who shall cause to be made, signed, or issued, any instrument, document, or paper of any kind or description whatsoever, without the same being duly stamped, or having thereupon an adhesive stamp for denoting the duty chargeable thereon, with intent to evade the provisions of this act, shall for every such offense forfeit the sum of two hundred dollars, and such instrument, document, or paper shall be deemed invalid and of no effect.—*Sec. 158 of said Act.*

Penalty for  
issuing in-  
struments  
without pro-  
per stamps.

It shall be lawful for any person to present to the collector of the district, subject to the rules and regulations of the Commissioner of Internal Revenue, any instrument not previously issued or used, and require his opinion whether or not the same is chargeable with any stamp duty; and if the said collector shall be of the opinion that such instrument is chargeable with any stamp duty, he shall, upon the payment therefor, affix and cancel the proper stamp; and if of the opinion that such instrument is not chargeable with any stamp duty, or is chargeable only with the duty by him designated, he is hereby required to impress thereon a particular stamp, to be provided for that purpose, with such words or device thereon as he shall judge proper, which shall denote that such instrument is not chargeable with any stamp duty, or is chargeable only with the duty denoted by the stamp affixed; and every such instrument upon which the said stamp shall be impressed shall be deemed to be not chargeable, or to be chargeable only with the duty denoted by the stamp so affixed, and shall be received in evidence in all courts of law or equity, notwithstanding any objections made to the same by reason of it being unstamped, or of it being insufficiently stamped.—*Sec. 162 of said Act.*

Collectors  
to stamp ex-  
cept instru-  
ments.

## No. 2.

## Affidavit of Deputy County Clerk, on his Appointment.

State of California,  
City and County of San Francisco, } ss.

I, John Doe, do solemnly swear that I will support the Constitution of the United States of America, and the Constitution of the State of California; and that I will faithfully discharge the duties of the office of Deputy County Clerk, in and for the City and County of San Francisco, according to the best of my ability. So help me God. JOHN DOE.

Subscribed and sworn to before me, }  
this      day of      A. D. 186      . }

Stamps.—See Form No. 1.

[This affidavit must be indorsed on the appointment, and filed in the Recorder's office. See Gen. Laws, 543, 204.]

## No. 3.

BLANK PUBLISHED.

## Affidavit of Applicant for Marriage License.

State of California,  
City and County of San Francisco, } ss.

John Doe, being duly sworn, says: My name is John Doe. I reside in the City and County of San Francisco, in the State of California. I desire a license to authorize my marriage with Jane Rice. I am over twenty-one years of age; Jane Rice is over eighteen years of age. I know of no legal objection to our marriage.

Subscribed and sworn to before me, this } John Doe.  
23d day of August, A. D. 1864. }  
Wm. Leeuw, County Clerk. }

See Gen. Laws, 446.

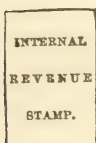
Stamps.—See Form No. 1.

## No. 4.

## Affidavit of Sureties, annexed to Notary's Bond.

State of California,  
City and County of San Francisco, } ss.

C. K. Garrison, Austin E. Smith, and George H. Hossefross, sureties in the foregoing bond, being separately and duly sworn, each says for himself, that he is a resident and freeholder within the State and county aforesaid, and that he is worth the amount for which he becomes liable as surety on the foregoing bond, over and above all his debts and liabilities, in unencumbered property situated within this State, which may be levied upon, and is not exempt from execution and forced sale.



C. K. GARRISON,  
AUSTIN E. SMITH.  
GEO. H. HOSSEFROSS.

Subscribed and sworn to before me, }  
this 26th day of May, 1866. }  
GEO. F. KNOX, Notary Public. }

See Gen. Laws, 480.

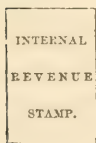
Stamps.—See Form No. 1.

## No. 5.

## Affidavit of Sureties, annexed to Official Bond for the City and County of San Francisco.

State of California,  
City and County of San Francisco, } ss.

C. D., E. F., G. H., I. K., L. M., N. O., P. Q., and R. S., being duly sworn, each for himself, says, that he is a resident and freeholder, or householder, in the said City and County of San Francisco, and that he is worth the amount for which he becomes liable as surety on the foregoing bond, over and above all his debts and liabilities, in unencumbered property situated within this State, which may be levied upon, and is not



exempt from execution and forced sale, and above all sums for which he is already liable, or in any manner bound, whether as principal, or endorser, or surety, or whether such prior obligation or liability be conditional or absolute, liquidated or unliquidated, certain or contingent, due or to become due, in fixed property, including mortgages, situate in said city and county, and that he is not a banker doing business in said city and county, nor any such banker's partner, clerk, employé, agent, attorney, father, son, or brother.

Subscribed and sworn to before me,	}	C. D.
this 15th day of September, 1859,		E. F.
by C. D., E. F., G. H., and P. Q.		G. H.
M. C. BLAKE, County Judge.		I. K.
Subscribed and sworn to before me,	}	L. M.
this 16th day of September, 1859,		N. O.
by I. K., L. M., N. O., and R. S.		P. Q.
WILLIAM DUER, County Clerk.		R. S.

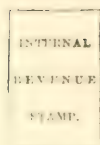
See Statutes of 1859, page 142.

Stamps.—See Form No. 1.

### No. 6.

#### Affidavit of Publication of Certificate of Limited Partnership.

State of California,  
City and County of San Francisco, } ss.



John Pope, being duly sworn, says, that he is a printer [or, publisher, or, clerk, &c.] of the *Daily Morning Call*—a daily newspaper, printed and published in the City and County of San Francisco—and that the annexed certificate has been published in said paper daily for three successive



weeks, commencing on the 2d day of January, 1859, and ending this 23d day of January, 1859.

JOHN POPE.

Subscribed and sworn to before me, }  
 January 23, 1859. }  
 CHAS. HALSEY, Notary Public. }  
 (Notarial Seal.)

See General Laws, 4816.

Stamps.—See Form No. 1.

### No. 7.

Affidavit to obtain Warrant, to be endorsed on an Original Subpœna, issued to compel a Subscribing Witness to attend before an Officer, to prove the Execution of a Conveyance.

State of California, }  
 \_\_\_\_\_ County, } ss.

C. T., of \_\_\_\_\_, being duly sworn, says, that on the fifth day of May, instant, at the Town of \_\_\_\_\_, in said county, he served the within subpœna on E. F., therein named, personally, by then and there showing him the same, and delivering to him a true copy thereof, and by paying [*or, tendering*] to him the sum of \_\_\_\_\_ for his fees for traveling to the place specified in the said subpœna, and for his attendance in pursuance thereof, and his reasonable expenses, that said E. F. resides in said county; and that, without reasonable cause, he has refused and neglected and still refuses and neglects, to appear.

C. T.

Subscribed and sworn to before me, }  
 this \_\_\_\_\_ day of \_\_\_\_\_, &c. }  
 P. Q. R., Notary Public. }

See General Laws, 659.

## Agreement and Contract.

No. 8.

BLANK PUBLISHED.

### Agreement.

This agreement, made the *twentieth* day of *May*, A. D. one thousand eight hundred and sixty-four, between *John Doe, of the City and County of San Francisco, State of California, the party of the first part, and Richard Roe, of said City and County, the party of the second part*, witnesses: That the said party of the first part, in consideration of the covenants, promises, and agreements on the part of the said party of the second part, hereinafter contained, covenants, promises, and agrees to and with the said party of the second part, that the said party of the first part will deliver to the said party of the second part, at his storehouse in said City of San Francisco, one thousand bushels of wheat, of good merchantable quality, on or before the second day of December, A. D. 1864.

And the said party of the second part, in consideration of the said covenants, promises, and agreements, on the part of the said party of the first part, hereinbefore contained, covenants, promises, and agrees to and with the said party of the first part, that the said party of the second part will pay to the said party of the first part one dollar for each bushel of wheat so delivered, immediately on the completion of the delivery of the said thousand bushels of wheat.

And for the true and faithful performance of all and every of the said covenants, promises, and agreements, the said parties to these

presents bind themselves, each unto the other, in the penal sum of dollars, gold coin of the United States of America, as fixed, settled, and liquidated damages, to be paid by the failing party.

In witness whereof, the said parties to these presents have hereunto set their hands and seals, the day and year first above written.

*John Doe.* [L. S.]  
*Richard Roe.* [L. S.]

Signed, sealed, and delivered in the presence of }

*John Smith.*  
*Thomas Jones.*

**Blanks.**—These are printed on sheets of flat cap, about two-thirds of a page being left blank for the insertion of the agreement of the party of the first part, and the same blank space for the insertion of the agreement of the party of the second part. The blank may be used in the drawing of almost any agreement.

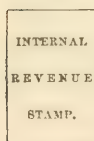
**Stamps.**—Agreement or contract, other than those specified in Schedule B; for every sheet or piece of paper upon which the same shall be written, five cents: *Provided*, That if more than one agreement or contract shall be written upon one sheet or piece of paper, five cents for each and every additional agreement or contract.—*Schedule B of U. S. Internal Revenue Act of June 30, 1864.*

See also Form No. 1

## No. 9.

### Agreement.—Another Form.

This agreement, made the                      of                      , one thousand eight hundred and sixty-four, by and between A. B., of the Town of                      , in the County of                      , State of California, of the first part, and C. D., of                      , of the second part, witnesses: The said party of the second part covenants and agrees, to and with the party of the first part, to [*state the subject matter of the agreement.*] And the said party of the first part covenants and agrees to pay unto the said party of the second part, for



the same, the sum of        dollars, gold coin of the United States, as follows: the sum of        dollars, on the        day of       , 1864, and the sum of        dollars, on the        day of       , 1864, with the interest on the amount due, payable at the time of each payment.

And for the true and faithful performance of all and every of the covenants and agreements above mentioned, the parties to these presents bind themselves, each unto the other, in the penal sum of        dollars, gold coin of the United States, as fixed and settled damages, to be paid by the failing party.

In witness whereof, the said parties have hereunto set their hands and seals, the day and year first above written.

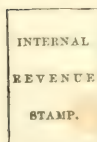
Signed, sealed, and delivered in the }	A. B. [L. s.]
presence of G. H }	C. D. [L. s.]

Stamps.—See Form No. 8.

## No. 10.

### Apprentice's Indenture.

This indenture witnesses: That James Knox, of the City of Marysville, in the County of Yuba, and State of California, now aged fifteen years, by and with the consent of John Knox, his father [or, mother, his father being dead, or, being legally incapacitated, or, having abandoned and neglected to provide for his family], endorsed upon this indenture, has voluntarily, and of his own free will and accord, put and bound himself apprentice to Henry Jones, of the City of San Francisco, to learn the art, trade, and mystery of a baker; and as an apprentice to serve from this date, for, and during, and until the full end and term of four years next ensuing [or, until the said James Knox shall have attained the age of twenty-one years, which will be on the        day of       , in the year 186 ], during all which time the said apprentice shall serve his master faithfully, honestly, and industriously; his secrets keep, and lawful commands everywhere readily obey; at all times protect and preserve the goods and property of his said master, and not suffer or allow any to be injured or wasted. He shall not





buy, sell, or traffic, with his own goods, or the goods of others, nor be absent from his said master's service, day or night, without leave; but in all things behave himself as a faithful apprentice ought to do, during the said term. And the said master shall clothe and provide for the said apprentice in sickness and in health, and supply him with suitable food and clothing; and shall use and employ the utmost of his endeavors to teach, or cause him, the said apprentice, to be taught or instructed, in the art, trade, or mystery of a baker; and also cause the said apprentice, within such term, to be instructed to read and write, and to be taught in the general rules of arithmetic, or, in lieu thereof, that he will send the said James Knox to school, three months of each year of the period of this indenture. [*If necessary, insert here:* And the said Henry Jones acknowledges that he has received with the said James Knox from John Knox, his father [*or, mother*], the sum of        dollars, as a compensation for his instruction, as above mentioned; *or:* And the said Henry Jones further agrees to pay, in gold coin of the United States, to the said James Knox the following sums of money, viz.: for the first year of his service,        dollars per month; for the second year of his service,        dollars per month; and for every subsequent year, until the expiration of his term of service,        dollars per month; which said payments are to be made on the first day of each month in each year.]

And for the true performance of all and singular the covenants and agreements aforesaid, the said parties bind themselves, each unto the other, firmly by these presents.

In witness whereof, the parties aforesaid have hereunto set their hands and seals, the fifth day of May, in the year one thousand eight hundred and sixty-four.

Signed, sealed, and delivered in the	}	JAMES KNOX.	[L. s.]
presence of WILLIAM DORAN.		HENRY JONES.	[L. s.]

See Gen. Laws, 330, 346.

Acknowledgment.—See Gen. Laws, 340, 341.

Stamps.—See Form No 8.

No. 11.

Agreement of the Father, where he becomes responsible  
for an Apprentice.

This indenture, made the \_\_\_\_\_ day of \_\_\_\_\_, in the year one thousand eight hundred and sixty-four, between E. B. K., of, &c., and M. M. B., of, &c., witnesses: That the said E. B. K., in consideration of the covenant and agreement hereinafter mentioned; does, by these presents, put and bind his son, E. M. P., to the said M. M. B., to learn the art, trade, and mystery of a baker, and as an apprentice to serve from this date, for, and during, and until the full end and term of five years next ensuing, to the best of his power and skill, faithfully and honestly, in all lawful business and matters that the said M. M. B. may direct; and the said E. B. K. does hereby covenant and agree with the said M. M. B., that the said E. M. P. shall in all things well and truly serve the said M. M. B. during the said term, according to the conditions of the indenture this day executed by the said E. M. P. and M. M. B., with my written consent thereupon endorsed; and the said M. M. B. does covenant and agree with the said E. M. P., to pay to the said E. M. P. the sum of \_\_\_\_\_ dollars, gold coin of the United States, on the first day of \_\_\_\_\_ and every month during the term aforesaid.

In witness whereof, the said parties to these presents have hereunto set their hands and seals, the day and year first above written.

Sealed and delivered in presence of } E. B. K. [L. s.]  
C. M. D. } M. M. B. [L. s.]

**Stamps.**—See Form No. 8.

## No. 12.

The Same, Endorsed upon the Indenture of Apprenticeship.

In consideration of the covenants and agreements to be performed by M. M. B. to and with my son, E. M. P., specified and contained in



the within indenture, I do hereby bind myself to the said M. M. B., for the true and faithful performance and observance, by the said E. M. P., of the matters and things by him to be performed and observed in and by the said indenture ; and I do hereby covenant to and with the said M. M. B., that the said E. M. P. shall in all things well and truly perform and observe the same.

In witness whereof, I have hereunto put my hand and seal, the day of, &c.

In presence of }  
C. M. D. }

E. B. K. [L. s.]

Stamps.—See Form No. 8.

### No. 13.

#### Servant's Indenture.

This indenture witnesses: That Mary Flynn, of the town of, &c., now aged twelve years, by and with the consent of A. Flynn, of the town aforesaid, her father [*or*, mother, &c.], has voluntarily, and of her own accord, hired and bound herself to Aaron Johnson, as a domestic servant, to serve from the date hereof, for and until the full end and term of six years next ensuing [*or*, until she shall have attained the age of eighteen years, which will be on the      day of      , 186 ]; during all which time the said servant shall serve her master faithfully, honestly, and industriously; all lawful commands everywhere readily obey; and protect and preserve the goods and property of her said master, and not suffer or allow any to be injured or wasted: she shall not be absent from service without leave; and in all things, and at all times, shall behave as a faithful servant ought to do. And the said Aaron Johnson shall and will furnish and provide the said servant, during the continuance of the said term, with suitable and sufficient food and clothing, and cause her, within the said term, to be instructed to read and write, and to be taught the general rules of



arithmetic, or, in lieu thereof, that he will send said Mary Flynn to school three months of each year of the period of this indenture, and will pay to her monthly during her term of service, on the first day of each month, the sum of      dollars, gold coin of the United States; and for the true performance of all and singular the covenants and agreements aforesaid, the said parties bind themselves, each unto the other, firmly by these presents.

In witness, &c. [*signed by the parties, and endorsed with the consent of father, or mother, or guardian, as the case may be*].

See Gen. Laws, 330-346.

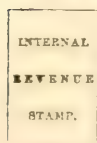
Acknowledgment—See Gen. Laws, 340, 341.

Stamps.—See Form No. 8.

#### No. 14.

##### Agreement of General Submission to Arbitration.

Whereas differences have for a long time existed, and are now existing and pending, between A. B., of, &c., and C. D., of, &c., in relation to divers subjects of controversy and dispute: Now, therefore, we, the undersigned A. B. and C. D., aforesaid, do hereby mutually covenant and agree, to and with each other, that P. Q., R. S., and T. U., of, &c., or any two of them, shall arbitrate, award, order, judge, and determine, of and concerning all and all manner of actions, cause and causes of actions, suits, controversies, claims, and demands whatsoever, now pending, existing, or held, by and between us, the said parties; and we do further mutually covenant and agree, to and with each other, that we will in all things faithfully observe, keep, and abide by the decision and award said arbitrators shall make in writing, on or before the      day of      , A. D. 1860.



Witness our hands and seals, this tenth day of August, 1859.

A. B. [L. S.]

C. D. [L. S.]

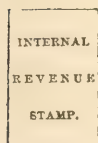
See Gen. Laws, 5318.

Stamps.—See Form No. 8.



No. 15.

Agreement of General Submission to Arbitration.—Short Form.



We, the undersigned, mutually agree to submit, and do hereby submit, all our matters in difference, of every name or nature, to the award and decision of P. Q., R. S., and T. U., for them to hear and determine the same, and make their award in writing, on or before the fifth day of May

next.

Witness our hands, this fourth day of March, 1860.

In presence of {  
C. M. D. }

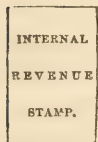
E. B. K.  
M. M. B.

Stamps.—See Form No. 8.

No. 16.

Agreement of Special Submission to Arbitration.

Whereas a controversy is now existing and pending, between A. B., of &c., and C. D., of &c., in relation to certain mining claims and quartz mills, made by and between the said parties, at the town of , aforesaid, on the day of last past: Now, therefore, we, the undersigned A. B. and C. D., aforesaid, do hereby submit the said controversy to the arbitration of P. Q., R. S., and T. U., of &c., or any two of them; and we do mutually covenant and agree, to and with each other, that the award to be made by the said arbitrators, or any two of them, shall, in all things, by us, and each of us, be well and faithfully kept and observed; provided, however, that the said award be made in writing, under the hands of the said P. Q., R. S., and T. U., or any two of them, and ready to be delivered to the said parties in difference, or such of them as shall desire the same, on the day of next.



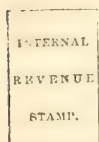
Witness our hands, &c.

Stamps.—See Form No. 8.

## No. 17.

## Agreement to determine Partnership Disputes by Arbitration.

This agreement, made and entered into this      day of February, A. D. one thousand eight hundred and sixty, between Amos Lawrence of the first part, Freeman Hunt of the second part, and Cyrus W. Field of the third part, all of the City and County of San Francisco.



Whereas, the said parties of the first and second parts, were, for a long time prior to the      day of      , 1856, engaged and concerned together as copartners, which partnership was dissolved.

And, whereas, for the purpose of compromising, finally ending, and absolutely determining, all differences, controversies, actions, suits, debts, accounts, and demands whatsoever, had, made, moved, depending, arising, or accruing, or which at any time or times may be had, or by, or between said parties of the first and second parts, for or by reason or means of the accounts of said copartnership, or of any matter or thing relating thereto, resulting therefrom, or otherwise howsoever, it has been covenanted by said parties to refer all such differences of accounts to the said party of the third part for arbitration and adjustment, and the said party of the third part has consented to become such arbitrator.

Now this agreement witnesses, that the said parties of the first and second parts do hereby mutually covenant and agree, to and with each other, that the said party of the third part shall arbitrate, award, order, judge, and determine of and concerning all, and all manner of actions, cause and causes of actions, suits, controversies, claims, and demands whatsoever, relating to, or growing out of their copartnership accounts prior to the      day of      , 1854, and shall conclude such arbitration, and deliver his award in writing to either of said parties of the first or second part in three months from this day, and said parties of the first and second part mutually agree to abide by the said award in all things.

In witness whereof the said parties have hereunto set their hands and seals, the day and year first above written.

AMOS LAWRENCE. [L. s.]

FREEMAN HUNT. [L. s.]

CYRUS W. FIELD. [L. s.]

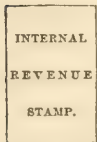
Stamps.—See Form No. 8.

No. 18.

BLANK PUBLISHED

Charter Party.

This Charter Party, made and concluded upon in *the City of San Francisco*, the *29th* day of *August*, in the year of our Lord one thousand eight hundred and sixty-four, between *John Doe, Agent for the owner, and Master of the ship Malay, of the City of San Francisco,* of the burden of \_\_\_\_\_ tons, or thereabouts, register measurement, now lying in the harbor of



of the first part, and *Richard Roe, of said city*, of the second part, witnesses, that the said party of the first part agrees on the freighting and chartering of the whole of the said vessel (with the exception of the deck, the cabin, and necessary room for the crew, and the stowage of provisions, sails, and cables), or sufficient room for the cargo hereinafter mentioned, unto the said party of the second part, for a voyage from

on the terms following, to wit:

The said vessel shall be tight, stanch, strong, and every way fitted for such a voyage, and receive on board during the aforesaid voyage the merchandise hereinafter mentioned; and no goods or merchandise shall be laden on board otherwise than from the said party of the second part or *his* agent.

The said party of the second part does engage to provide and furnish to the said vessel

and to pay to the said *party* of the first part or *his* agent, for the use of said vessel during the voyage aforesaid,

It is agreed that the lay days for loading and discharging shall be as follows, to commence from the time the Captain reports himself ready to receive or discharge cargo :

And that for each and every day's detention by default of the said *party* of the second part, or *his* agent, *silver dollars* per day, day by day, shall be paid by the said *party* of the second part, or *his* agent, to the said *party* of the first part, or *his* agent. The cargo, or cargoes, to be received and delivered according to the custom and usages at the ports of loading and discharging.

To the true and faithful performance of all and every of the foregoing agreements, we, the said parties, do hereby bind ourselves, our heirs, executors, administrators, and assigns, each to the other, in the penal sum of

In witness whereof we have hereunto set our hands and seals, the day and year first above written.

*John Doe.* [L. S.]  
*Richard Roe.* [L. S.]

Signed, sealed and delivered, in the presence of )

*Paul Brown.*

*John Smith.*

**Stamps.**—CHARTER PARTY.—Contract or agreement for the charter of any ship, or vessel, or steamer, or any letter, memorandum, or other writing between the captain, master, or owner, or person acting as agent of any ship, or vessel, or steamer, and any other person or persons for or relating to the charter of such ship, or vessel, or steamer, or any renewal or transfer thereof, if the registered tonnage of such ship, or vessel, or steamer does not exceed 150 tons, \$1; exceeding 150 tons, and not exceeding 300 tons, \$3; exceeding 300 tons, and not exceeding 600 tons, \$5; exceeding 600 tons, \$10.—*Schedule B. of U. S. Internal Revenue Act of June 30, 1864.*

See also Form No. 1.



No. 19.

BLANK PUBLISHED.

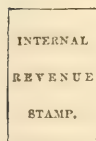
Charter Party.—Another Form.

This Charter Party, made and concluded upon in *the City of San Francisco*, the *20th* day of *August*, in the year of our Lord one thousand eight hundred and sixty-four, between *John Doe, Agent for the owner, and Master of the brig "Humboldt," of the City of San Francisco*, of the burden of *five hundred* tons or thereabouts, register measurement, now lying in the harbor of *Monteleu, in the State of California*, of the first part, and *Richard Roe, merchant, of the City of Monteleu, in the said State of California*, of the second part, witnesses, that the said party of the first part, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the said party of the second part, does covenant and agree on the freighting and chartering of the said vessel unto the said party of the second part for a voyage from the port of *Monteleu, in the State of California*, to *Liverpool, England*, on the terms following, that is to say :

FIRST.—The said party of the first part does engage that the said vessel in and during the said voyage shall be kept tight, staunch, well fitted, tackled and provided with every requisite, and with men and provisions necessary for such a voyage.

SECOND.—The said party of the first part does further engage that the whole of said vessel (with the exception of the cabin, the deck, and the necessary room for the accommodation of the crew, and the stowage of the sails, cables, and provisions) shall be at the sole use and disposal of the said party of the second part during the voyage aforesaid; and that no goods or merchandise whatever shall be laden on board otherwise than from the said party of the second part, or *his* agent, without *his* consent, on pain of forfeiture of the amount of freight agreed upon for the same.

THIRD.—The said party of the first part does further engage to take and receive on board the said vessel, during the aforesaid voyage,



all such lawful goods and merchandise as the said party of the second part, or his agents, may think proper to ship.

And the said party of the second part, for and in consideration of the covenants and agreements to be kept and performed by the said party of the first part, does covenant and agree with the said party of the first part, to charter and hire the said vessel as aforesaid, on the terms following, that is to say:

FIRST.—The said party of the second part does engage to provide and furnish to the said vessel *a sufficient cargo of freight for ballast from one port to another on her voyage.*

SECOND.—The said party of the second part does further engage to pay to the said party of the first part, or his agent, for the charter or freight of the said vessel during the voyage aforesaid, in the manner following, that is to say:

*For the voyage to Liverpool, the sum of six thousand and five hundred dollars, gold coin of the United States, on the delivery of the freight aforesaid in the port of Liverpool. It is further understood and agreed that the said party of the second part, or his agent, is to pay all foreign port-charges, pilotage, and dues incurred by the vessel on her voyage, exclusive of the before-mentioned sum of four thousand dollars; the said party of the second part, or his agent, to furnish the said party of the first part sufficient money in the port aforesaid free of charge for the same.*

It is further agreed between the parties to this instrument, that the said party of the second part shall be allowed for the loading and discharging of the said vessel at the respective ports aforesaid, lay days as follows, that is to say: *in the port of Montevideo fifteen lay days, and customary dispatch in the port of Liverpool; and in case the said vessel is longer detained, the said party of the second part agrees to pay to the said party of the first part, at the rate of sixty dollars, gold coin of the United States, per day, day by day for every day so detained, provided such detention shall happen by default of the said party of the second part, or his agent.*

It is also further understood and agreed, that the cargo or cargoes

shall be received and delivered alongside of the said vessel, within reach of her tackles, or according to the customs and usages at the ports of loading and discharging.

It is also further understood and agreed, that this charter shall commence when the vessel is ready to receive cargo at her place of loading, and notice thereof is given to the said *part<sup>y</sup>* of the second part, or to *his* agent; and the said *part<sup>y</sup>* of the first part agrees to proceed with all dispatch from Monterey direct to Liverpool, and there discharge the cargo aforesaid.

To the true performance of all and every of the foregoing covenants and agreements, the said parties, each to the other, do hereby bind themselves, their heirs, executors, administrators, and assigns (especially the said *part<sup>y</sup>* of the first part, the said vessel, her freight, tackle, and appurtenances; and the said *part<sup>y</sup>* of the second part, the merchandise to be laden on board), each to the other in the penal sum of *ten thousand* dollars, *gold coin* of the United States.

In witness whereof, the said parties have hereunto interchangeably set their hands and seals, the day and year first above written.

*John Doe.* [L. S.]

*Richard Roe.* [L. S.]

Signed, sealed, and delivered, in the presence of }

*Homer Bacon.*

*Alonzo Thomas.*

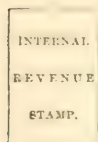
**Blanks.**—These are printed upon sheets of flat cap. The blank spaces are sufficiently large for any charter party.

**Stamps.**—See Form No. 18.

## No. 20.

## Agreement not to Sue a Debtor.

Know all men by these presents, that whereas John Doe, of the City of *Oakland*, in the County of *Alameda*, and State of *California*, is justly indebted to us, Richard Roe, John Smith, and Paul Brown, in divers sums of money, which the said John Doe is unable to pay :



Now, therefore, we do hereby grant unto the said John Doe full liberty and license to attend to, follow, and negotiate, any business or affairs whatsoever, without any suit, trouble, or hindrance from us, or any of us, for the space of *two years* from the date hereof.

And we and each of us, for ourselves, our and each of our heirs, executors, administrators, and assigns, for and in consideration of the agreement and covenant of the said John Doe hereinafter contained, do covenant and agree with the said John Doe, that we will not, nor will either or any of us, at any time during the said space of *two years*, sue, prosecute, arrest, molest, or trouble the said John Doe, in respect or on account of any debts now by him due to us, or any or either of us.

And the said John Doe, in consideration of the foregoing covenant and agreement, for himself, his heirs, executors, or administrators, covenants and agrees with the creditors aforesaid, that he will faithfully apply all moneys, property, and effects, that he may earn or procure during the said term of *two years*, to the payment, in gold coin of the United States, of his debts owing to the creditors aforesaid, in proportion to the amount due and owing to each.

In witness whereof, we have hereunto set our hands and seals, this *first* day of *April*, one thousand eight hundred and *sixty-four*.

RICHARD ROE. [L. S.]

JOHN SMITH. [L. S.]

PAUL BROWN. [L. S.]

Signed, sealed, and delivered in the presence of

A. B. }  
C. D. }

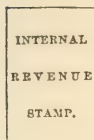
Stamps.—See Form No. 8.



No. 21.

Agreement not to Sue a Debtor.—Another Form.

To all to whom these presents shall come: We, E. F., of, &c., and G. F., of, &c. [*names of the several creditors*], whose names are underwritten, and seals affixed, creditors of A. B., now or late of Warm Springs, County of Alameda, State of California, send greeting: Whereas, the said A. B., on the day of the date hereof, is indebted unto us, the said creditors, in divers sums of money, which, by reason of great losses and misfortunes, he is not at present able to pay and satisfy, without respite of time be given him for that purpose: Know ye, therefore, that we, the said creditors, and every one of us, do, by these presents, severally give and grant unto the said A. B., free license, liberty, and leave, to come, go, and resort, unto us, and every of us, his said creditors, to compound and take order with us, and every one of us, for our and every of our debts; and also go about his other business and affairs, at his free will and pleasure, from the day of the date hereof, until the full end and term of            months next ensuing, without any let, suit, trouble, arrest, attachment, or other disturbance whatsoever, to be offered or done unto him, the said A. B., his wares, goods, money, or merchandise, whatsoever, by us, or the assigns of us, or any or either of us, or by our or any of our means or procurement; and we, the said creditors, severally and respectively, each for himself, his executors and administrators, do severally, and not jointly, covenant and agree, to and with the said A. B., his executors, administrators, and every of them, by these presents, that if any trouble, vexation, wrong, damage, or hindrance, shall be done unto him, the said A. B., either in his body, goods, or chattels, within the said term of            months, from the date of these presents, by us, or any of us, contrary to the tenor and effect of this our license, that then the said A. B., his executors and administrators, shall be acquitted and discharged towards and against him and them, of us, his, and their executors, administrators, partners, and assigns, and every of them, by whom and by whose means he shall be vexed, arrested, troubled, imprisoned, attached, grieved, or damnified, of all manner of actions,





debts : Now, know ye, that we, the said creditors of the said A. B., do, for ourselves, severally and respectively, and for our several and respective heirs, executors, and administrators, covenant, promise, compound, and agree, to and with the said A. B., by these presents, that we, the said several and respective creditors, shall and will accept, receive, and take, of and from the said A. B., for each and every dollar that the said A. B. does owe and is indebted to us, the said several and respective creditors, the sum of .        cents, payable in gold coin of the United States, in full discharge and satisfaction of the several debts and sums of money that the said A. B. does owe and stand indebted unto us ; to be paid unto us, the said several and respective creditors, within the time or space of        months next after the date of these presents ; and we, the said several and respective creditors, do severally and respectively covenant, promise, and agree, to and with the said A. B., that the said A. B. shall and may, from time to time, and at all times, within the said time or space of        months next ensuing the date hereof, assign, sell, or otherwise dispose of, all his goods and chattels, wares and merchandise, at his own free will and pleasure, for and towards the payment and satisfaction of the said        cents for every dollar the said A. B. does owe and is indebted unto us, as aforesaid ; and that neither we, the said several and respective creditors, nor any or either of us, shall or will, at any time or times hereafter, sue, arrest, molest, or trouble the said A. B., or his goods and chattels, for any debt or other thing, now due and owing to us, or any of us, his respective creditors : so as the said A. B. well and truly pay, or cause to be paid, in such gold coin, the said sum of        cents for every dollar he does owe and stand indebted to us, respectively, within the said time or space of        months next ensuing the date hereof ; and all and every of the grants, covenants, agreements, and conditions, herein contained, shall extend to and bind our several executors, administrators, and assigns.

In witness whereof, we, the undersigned, have hereunto set our hands and seals the        day of        , 1864.

Stamps.—See Form No. 8.

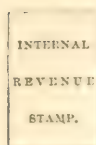
## No. 23.

## Articles of Separation.

This indenture, made, &c., between A. B., of the first part ; C. D., the wife of the said A. B., but now living separate and apart from him, of the second part ; and E. F., trustee, of the third part : Whereas unhappy differences have arisen, and do still subsist, between the said A. B. and C. D., and by reason of the same they have agreed to live separate and apart from each other during their natural lives. Now, therefore, the said party of the first part, in consideration of the premises, and in pursuance thereof, does hereby covenant, promise, and agree to and with the said E. F., and also, to and with his said wife, that, notwithstanding the marriage existing between them, it shall and may be lawful to and for the said C. D., at all times hereafter, to live separate and apart from him, the said A. B. ; and the said A. B. shall not, nor will, compel her to cohabit or live with him ; and that the said C. D. shall be, to all intents and purposes whatsoever, freed and discharged from the power, will, command, and authority of the said A. B. ; and that he shall not, nor will at any time hereafter, under any pretence whatsoever, sue, prosecute, or disturb any person or persons for receiving, harboring, protecting, or assisting the said C. D., or offer any violence, force, or restraint to her person, or molest, interrupt, or disturb her in her manner of living, or in her liberty or freedom of going to, or staying in, or returning from, such place or places as she shall think proper ; that he will not claim nor demand any of her money, jewels, plate, clothing, household goods, or furniture which the said C. D. now has in her power or possession, or which she shall or may hereafter acquire by gift, bequest, devise, or descent, or that may be otherwise acquired.

And the said A. B. does hereby further covenant, promise, and agree, that he will well and truly pay, or cause to be paid, unto the said E. F., for and toward the support and maintenance of C. D., his wife, the clear yearly sum of        dollars, payable monthly, in gold coin of the United States, on the first day of each and every month hereafter, during the joint lives of himself and the said C. D.

And the said E. F., in consideration of the sum of one dollar, to





him duly paid by the said A. B., does covenant and agree to and with the said A. B., that he shall and will, from time to time, and at all times hereafter, well and truly save, defend, keep harmless, and indemnify the said A. B., his heirs, executors, and administrators, and his and their estates and effects, of, from, and against all and every debt and liability which the said C. D. has already contracted or incurred, or shall at any time or times hereafter contract or incur, and of and from all actions, suits, claims, and demands, costs, charges, damages, and expenses for, upon account, or in respect of such debts and liabilities, or any of them, or any act, deed, or thing in anywise relating to the premises. [*Provided, always, that in case the said A. B. and C. D. shall at any time hereafter, with their mutual consent, cohabit as man and wife, then, and in such case, the yearly sum of* dollars, hereinbefore covenanted to be paid, shall cease and be no longer payable, and from thenceforth all the covenants hereinbefore contained on the part of the said E. F. shall become null and void, any thing hereinbefore contained to the contrary thereof, notwithstanding.]

In witness whereof, the said parties have hereunto set their hands and seals, the day and year first above written.

A. B. [L. s.]

C. D. [L. s.]

E. F. [L. s.]

Signed, sealed, and delivered, in the presence of

Y. Z.

L. M.

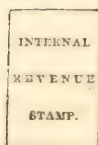
Stamps.—See Form No. 8.

## No. 24

BLANK PUBLISHED.

### Builder's Contract.

Articles of Agreement, made the *twenty-seventh* day of *May*, A. D. one thousand eight hundred and sixty-four, between *John Middleton, of the City and County of San Francisco, State of California*, the party of the first part, and



*Alexander H. Houston, of said city and county, the party of the second part.*

The said *party* of the second part does hereby, for *himself*, *his* heirs, executors, and administrators, covenant, promise, and agree with and to the said *party* of the first part, *his* executors, administrators, and assigns, that *he*, the said *party* of the second part, *his* executors or administrators, shall and will, for the considerations hereinafter mentioned, on or before the *first* day of *September* A. D. 186*4*, well and sufficiently erect and finish a new Building of *brick and stone, upon the lot on the North-easterly corner of Second and Howard Streets in the said City of San Francisco*, agreeably to the drawings and specifications made by *Lewis R. Townsend*, architect, and signed by the said parties and hereunto annexed, within the time aforesaid, in a good, workmanlike, and substantial manner, to the satisfaction, and under the direction, of the said *Lewis R. Townsend*, architect, to be testified by a writing or certificate under the hand of the said *Lewis R. Townsend*, architect, and also shall and will find and provide such good, proper, and sufficient materials, of all kinds whatsoever, as shall be proper and sufficient for completing and finishing all the *foundation, walls, floors, ceilings, roofings*, and other works of the said building, mentioned in the said specifications, for the sum of *ten thousand* dollars, United States gold coin.

And the said *party* of the first part does hereby, for *himself*, *his* heirs, executors, and administrators, covenant, promise, and agree, with and to the said *party* of the second part, *his* executors and administrators, that *he*, the said *party* of the first part, *his* executors or administrators, shall and will, in consideration of the covenants and agreements being strictly performed and kept by the said *party* of the second part, as specified, well and truly pay, or cause to be paid, unto the said *party* of the second part, *his* executors, administrators, or assigns, the said sum of *ten thousand* dollars, in gold coin of the United States of America.

In manner following:

*Three thousand dollars when the mason-work of the walls and chimneys is completed: three thousand dol-*

*Lats when all the plasterers' work has been done; and the balance of four thousand dollars upon the expiration of thirty days after the completion of said building.*

Provided, that in each of the said cases a certificate be obtained, signed by the said *Lewis R. Townsend, architect*, that the work, upon the completion of which said payments are respectively to be made as aforesaid, has been done in a good, workmanlike, and substantial manner, and in accordance and compliance with this contract and the said drawings and specifications.

And it is hereby further agreed by and between the said parties:

*First.* The specifications and the drawings are intended to co-operate, so that any works exhibited in the drawings and not mentioned in the specifications, or *vice versa*, are to be executed the same as if they were mentioned in the specifications and set forth in the drawings, to the true meaning and intention of the said drawings and specifications.

*Second.* The contractor, at his own proper costs and charges, is to provide all manner of materials and labor, scaffolding, implements, molds, models, and cartage of every description, for the due performance of the several erections.

*Third.* The owner shall be at liberty, at any time during the progress of the said building, to request any alterations, deviations, additions, or omissions, from the said contract, specifications, or drawings, or either of them (such request to be made in writing, signed by said owner, and annexed hereto); and the contractor shall thereupon proceed to make such alterations, deviations, additions, or omissions in the said works and erections as shall be in accordance with the said request; and it is expressly understood and agreed that the same shall in no way invalidate or make void the contract, but the value thereof shall be added to or deducted from the amount of the contract price, as the case may be, by a fair and reasonable valuation.

*Fourth.* Should the contractor, at any time during the progress of the said works, refuse or neglect to supply a sufficiency of materials or workmen, the owner shall have the power to provide materials and workmen, after three days' notice in writing being given to the

contractor, to finish the said works; and the expense shall be deducted from the amount of the contract price.

*Fifth.* Should any dispute arise respecting the true construction or meaning of the drawings or specifications, the same shall be decided by said *Lewis R. Townsend*, and *his* decision shall be final and conclusive; but should any dispute arise respecting the true value of the extra work, or works omitted, the same shall be valued by two competent persons—one employed by the owner and the other by the contractor—and those two shall have power to name an umpire, whose decision shall be binding on all parties.

*Sixth.* The owner shall not, in any manner, be answerable or accountable for any loss or damage that shall or may happen to the said works, or any part or parts thereof respectively, or for any of the materials or other things used and employed in finishing and completing the same (loss or damage by fire excepted).

In witness whereof, the said parties have hereunto set their hands and seals, the day and year first above written.

*John Middleton,* [L. S.]

*Alexander H. Houston.* [L. S.]

Signed and sealed in the presence of

*J. R. Sinton.*

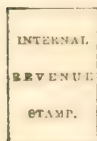
*H. E. Field.*

Stamps.—See Form No. 8.

## No. 25.

### Builder's Contract.—Another Form.

Articles of agreement, made the twenty-third day of September, in the year of our Lord one thousand eight hundred and sixty-four, between John Smith, of the City and County of San Francisco, State of California, the party of the first part, and William Collins, carpenter and builder, of the same place the party of the second part. The party of the second part, in consideration of the covenants and agreement





hereinafter contained, to be kept and performed by the party of the first part, and of one dollar, the receipt whereof the party of the second part hereby acknowledges, does covenant, promise, and agree, to and with the party of the first part, that the party of the second part will erect, build, and complete, or cause to be erected, built, and completed, on the land of the party of the first part, to wit, on that certain lot situated

[ *General Description.* ]

a good and substantial building, to wit, a brick dwelling-house, of the dimensions, description, and materials mentioned and specified in the written paper, entitled "Specifications for the construction of a brick dwelling-house, for John Smith, on

[ *General Description of Lot.* ]

and of the work and materials to be used therein," signed by said parties, and bearing even date herewith, and according to plans made by W. C. Hoogland, architect, with reference to which said specifications are drawn; and will provide, at his own expense, all the materials necessary for the erecting and completing said building, according to said plans and specifications; and will deliver said building to the party of the first part, completely finished, and ready for the occupation of tenants, on the      day of      , A. D. 1864, unless such delivery be prevented by accidental fire. The party of the first part, in consideration of the covenants and agreements aforesaid, to be kept and performed by the party of the second part, does covenant, promise, and agree, to and with the party of the second part, that said party of the second part performing the covenants and agreements on his part, the party of the first part will pay, or cause to be paid, unto the party of the second part, for erecting and completing said building, in manner aforesaid, and providing the materials therefor, the sum of two thousand dollars, gold coin of the United States of America, to be paid in the following manner, to wit: first payment, one thousand dollars, when the walls are up, floors laid, and roof on; second payment, five hundred dollars, when plasterers' and painters' work is all done, doors hung, and windows put in; third and last payment, five hundred dollars, thirty days after all the works and erections are completed, and the building is finished according to the plan and specifications, and delivered to the owner; provided, that prior to the expiration of

said thirty days, no claims or liens of outside parties, sub-contractors, workmen, or material men, shall have been filed or presented.

And it is hereby mutually covenanted and agreed, between said parties, that the party of the first part may make, or require to be made, alterations in the plan of construction from that herein and in said specification and plan expressed, without annulling or invalidating this agreement; and that, in case of any such alterations, the increase or diminution of expense occasioned thereby shall be estimated according to the price fixed by these presents for the whole work and materials, and allowances shall be made on one side or the other, as the case may be. And that, if there shall be any delay, on the part of the party of the second part, in erecting or completing said building, that in the opinion of the superintendent will prevent its being completed on the day herein specified, then the party of the first part may, at his option, either employ persons other than the party of the second part to do the whole or any part of said work, and furnish the whole or any part of said materials, and deduct the cost of the same from the sum hereinbefore agreed to be paid by the party of the first part, or leave the completion of said building unto the party of the second part, and enforce his claim for damages, should said building be not completed on the day herein specified. And it is further agreed, that if the said building shall not be finished and completed, in manner aforesaid, by the said                      day of                      , A. D. 1864, the said party of the second part shall forfeit the sum of twenty-five dollars, gold coin of the United States, for each and every day, from and after that time, during which the said building shall remain unfinished and not completed as aforesaid, to be deducted from the sum hereinbefore agreed to be paid by the party of the first part. And that, in case of any disagreement between said parties, relating to the performance of any covenant or agreement herein contained, such disagreement shall be referred to three disinterested persons, one to be chosen on each side, and they two to choose another; the decision, in writing, signed by any two of whom, shall be final. And for the true performance of the said covenants and agreements on their part, respectively, the said parties bind themselves, the party of the first part to the party of the second part, and the party of the second part to the party of the first part, firmly by these presents, in the penal

•

sum of five hundred dollars, gold coin of the United States of America.

In witness whereof, the said parties have hereunto set their hands and seals, the day and year first above written.

JOHN SMITH. [L. s.]

WM. COLLINS. [L. s.]

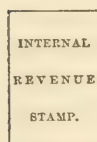
Signed, sealed, and delivered, }  
in the presence of }  
W. C. HOOGLAND. }

Stamps.—See Form No. 8.

## No. 26.

### Agreement for Building.

Contract for building, made the *tenth* day of *July*, one thousand eight hundred and *sixty-four*, by and between John Doe, of *Amador City*, in the County of *Amador*, and State of *California*, of the first part, and Richard Roe, of the said *Amador City*, of the second part, in these words: The said party of the second part covenants and agrees to and with the said party of the first part, to make, erect, build, and finish, in a good, substantial, and workmanlike manner, *a two-story brick dwelling-house*, on the lot of land situated



[*Description of Lot.*]

agreeable to the drafts, plans, and specifications hereunto annexed, of good and substantial materials, by the *first* day of *January* next. And the said party of the first part covenants and agrees to pay unto the said party of the second part, for the same, the sum of *two thousand* dollars, gold coin of the United States, as follows: the sum of *one thousand* dollars when the building is inclosed and the roof put on, and the remaining *one thousand* dollars when the building is completed.

And for the true and faithful performance of all and every of the covenants and agreements above mentioned, the parties to these presents covenant and agree, each with the other, that the sum of *one*

*thousand* dollars, gold coin of the United States, as fixed, settled, and liquidated damages, shall be paid to the other by the failing party.

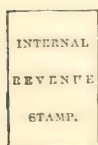
In witness whereof, &c.

Stamps.—See Form No. 8.

## No. 27.

### Agreement for Building.—Another Form.

MEMORANDUM.—That on this      day of      , it is agreed between A. B., of      , and C. D., of      , in manner following, viz.: the said C. D., for the considerations hereinafter mentioned, does for himself, his heirs, executors, and administrators, covenant with the said A. B., his executors, administrators, and assigns, that he, the said C. D., or his assigns, shall and will, within the space of      next after the date hereof, in a good and workmanlike manner, and at his own proper charge and expense, at the City of San Francisco, well and substantially erect, build, and finish, one house, or messuage, according to the draft, scheme, explanations, and specifications hereunto annexed, with such stone, brick, timber, and other materials, as the said A. B. or his assigns shall find or provide for the same: In consideration whereof, the said A. B. does for himself, his executors, and administrators, covenant with the said C. D., his executors, administrators, and assigns, well and truly to pay unto the said C. D., his executors, administrators, and assigns, the sum of      dollars, gold coin of the United States, in manner following, viz.:      part thereof at the beginning of the said work, another part thereof when the said work shall be half done, and the remaining      in full for the said work, when the same shall be completely finished: And also that he, the said A. B., his executors, administrators, or assigns, shall and will, from time to time, as the same shall be required, at his and their own proper expense, find and provide stone, brick, timber, and other materials necessary for making, building, and finishing the said house. And for the performance of all and every the articles and agreements above mentioned, the said A. B. and





C. D. do hereby bind themselves, their executors, administrators, and assigns, each to the other, in the penal sum of            dollars, gold coin of the United States, firmly by these presents.

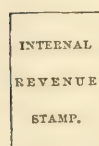
In witness, &c.

Stamps.—See Form No. 8.

No. 28.

Agreement for Rebuilding Mills.

This agreement, made the            day of, &c., between A. B., of, &c., of the first part, and C. D., of, &c., of the second part, witnesses:



That the party of the first part, for the consideration herein-after mentioned, does promise and agree, to and with the party of the second part, that he will, on or before the day of           , A. D. 1864, well and sufficiently rebuild, or cause to be rebuilt, the mills of the said party of the second

part, situate on the           , in the Town of           , in the County of           , State of California, with such materials as the said party of the second part shall find and provide for the same; and that he, the said party of the first part, shall not absent himself, or depart from the work and rebuilding aforesaid, without leave of the said party of the second part; and that if he shall absent himself without leave, he will pay, in gold coin of the United States, to the said party of the second part, the sum of            dollars for every day of such absence, to be stopped and deducted from the wages becoming due to the said party of the first part, as hereinafter provided.

And the said party of the second part, in consideration of the premises, does promise and agree, to and with the party of the first part, to pay, in gold coin of the United States, to the said party of the first part, the sum of            dollars [or, for all such time as he shall be employed in the work of rebuilding, aforesaid, weekly, and every week, the sum of            dollars, and so in proportion for a less time than a week; and, in addition thereto, the sum of            dollars] on the completion of the work and rebuilding aforesaid.

In witness, &c.

Stamps.—See Form No. 8.

## No. 29.

## Agreement with a Mason.

This agreement, made the            day of            , A. D. one thousand eight hundred and sixty            , between A. B., of            , and C. D., of            , witnesses : That the said C. D., for the consideration hereinafter mentioned, promises and agrees, to and with the said A. B., that he will do and perform, by himself or persons in his employ, in a good and workmanlike manner, and with materials to be furnished by the said A. B., all the mason and plastering work to be done in and about the erecting and building a new dwelling-house on the fifty vara lot, No. 200, of the said A. B., on California Street, in the City of San Francisco, according to the plans and specifications hereto annexed ; and also, that he will use the utmost care in working up the materials to be furnished by the said A. B., as aforesaid, to the best advantage for the said A. B., and that he will complete the said work on or before the            day of            next.

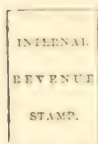
And the said A. B., in consideration of the premises, agrees to furnish and provide good and sufficient materials for the said work, at such time or times as the said C. D. may request ; and to pay, in gold coin of the United States, the said C. D., for all such work as shall be performed by him or his servants in and about the said new dwelling-house, ornamental work excepted, on the completion of the same, at and after the rate of            per yard of three feet square, and the sum of            dollars for all the ornamental work done or performed in and about the said dwelling-house—it being expressly understood and agreed, that no extra charge is to be demanded or allowed for corners, arches, jambs, joints, fire-places, or any other kind of work not strictly ornamental, but all the work is to be measured as plain, except the ornamental work to be paid for, as aforesaid, in gross.

In witness whereof, the said parties have hereunto set their hands and seals, the day and year first above written.

A. B. [L. s.]

C. D. [L. s.]

Stamps.—See Form No. 8.



No. 30.

Agreement to Cultivate Land on Shares.

This agreement, &c., witnesses: That the said John Doe agrees with the said Richard Roe, that he will properly plow, harrow, till, fit, and prepare for sowing, all that certain field of ground belonging to the said Richard Roe, which field lies, &c.

[*Description of the Field*]

containing about *fifty* acres, and to sow the same with good *winter wheat*, finding one half of the seed *wheat* necessary therefor, on or before the *first* day of *September* next; and that he will at the proper time cut, harvest, and thrash the said *wheat*, and properly winnow and clean the same, and deliver the one half part of the said *wheat* to the said Richard Roe, at his *barn*, on his premises, in the said City of *Oakland*, near his *drelling-house*, within *ten* days after the same shall have been cleaned; and will carefully stack the one half part of the straw on the premises of the said Richard Roe, near to his barn aforesaid.

And the said Richard Roe, in consideration of the foregoing agreement, promises and agrees, to and with the said John Doe, that he may enter in and upon the said field for the purpose of tilling and sowing the same, and of harvesting the crop; and free ingress and egress have and enjoy for the purposes aforesaid; and that he will furnish to the said John Doe one half part of the seed *wheat* necessary to sow the same, on or before the *first* day of *September* next, and permit the said John Doe to thrash and clean the *wheat* upon the premises of the said Richard Roe.

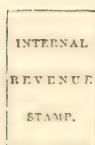
In witness whereof, &c.

Stamps.—See Form No. 8.

No. 31.

Agreement to Engrave Maps.

This agreement, made the      day of, &c., between A. B., of, &c., and C. D., of, &c., witnesses: That the said A. B., for the consideration



hereinafter specified, covenants and agrees, to and with the said C. D., that he will provide good and proper steel plates, and will engrave thereon, separately, the map of each and every county of the State of California, according to the plans, specifications, and drawings, hereunto annexed; and that he will finish and complete the same in a workmanlike manner, and deliver them to the said C. D., on or before the      day of      , A. D. 1865.

In consideration whereof, the said C. D. covenants and agrees to pay to the said A. B., upon the delivery of each and every of the said engraved plates, the sum of      dollars, gold coin of the United States, in full payment and satisfaction therefor.

In witness, &c.

Stamps.—See Form No. 8.

### No. 32.

#### Agreement to Freight Sloop.

This agreement, made the      day of, &c., between L. S. & Co., factors and commission merchants, of the City of San Francisco, of the first part, and C. D., owner and master of the sloop Sea Nymph, of the second part, witnesses: That the said parties of the first part covenant and agree to and with the said party of the second part, that they will load and freight the said sloop, for and during the ensuing year; to commence on the 20th day of      instant, when the said sloop is to be in readiness to receive her first lading, at the dock of the said party of the first part [or, at Pier No.      ], in the said City of San Francisco, as well on her upward trips from the said City of San Francisco to the City of Sacramento, and the intermediate ports, as on her return trips from the City of Sacramento to the City of San Francisco; and that they will pay, in gold coin of the United States, to the said party of the second part, for carrying the same, on the delivery of each and every cargo in a safe and sound condition, as hereinafter mentioned, at and after the following rates of compensation, viz.:



FOR UP FREIGHT.

Salt . . . . .	— cents per bushel.
Merchandise . . . . .	— do. hundred.
Household Furniture . . . . .	— do. do.
Coal . . . . .	— dollars per ton.
&c., &c.	

FOR DOWN FREIGHT.

Flour . . . . .	— cents per barrel.
Pork . . . . .	— do. do.
Hay . . . . .	— dollars per ton.
Wheat and Corn . . . . .	— cents per bushel.
Butter . . . . .	— 'do. firkin.
Staves and Heading . . . . .	— do. thousand.
&c., &c.	

And the said party of the second part, in consideration of the premises, covenants and agrees to and with the said party of the first part, that he will safely carry all such lading and freight as he may or shall receive from the party of the first part as aforesaid, and deliver the same in as good and sound condition as when so received, according to the respective bills of lading to be furnished to him by the parties of the first part, or their agents; that he will pay all costs and charges of transportation, including towage and wharfage; that he will regularly ply between the Cities of San Francisco and Sacramento, and the intermediate ports, with his sloop as aforesaid, during the entire year above mentioned; and that he will not occupy more than     days, unless hindered or delayed by some unavoidable accident, in making either an upward or downward trip.

It is also further understood and agreed between the said parties, that all lading and freight shall be delivered to the party of the second part at his sloop, and that he shall discharge the same on the dock, at his own cost and charge; that the said parties of the first part shall not, at any time, require the said party of the second part to carry or convey on his sloop any timber or lumber (staves and heading excepted), any carts, cars, or vehicles, of any description whatever; or any horses, mules, cattle, swine, or animals of any name or

nature; and that all the aforesaid conditions and stipulations shall be binding upon the heirs, executors, administrators, and survivors of the respective parties.

In witness whereof, the said parties have herunto set their hands, the day and year first above written.

In presence of        }  
                               }

L. S. & Co.  
 C. D.

Stamps.—See Form No. 8.

### No. 33.

#### Agreement for the Hiring of a Clerk or Workman.

This agreement, &c., witnesses: That the said John Doe has agreed to enter the service of the said Richard Roe as clerk [*or journeyman*], and covenants and agrees, to and with the said Richard Roe, that he will faithfully, honestly, and diligently, apply himself and perform the duties of a clerk [*or journeyman*], in the store [*or shop*] of the said Richard Roe, and faithfully obey all the reasonable wishes and commands of the said Richard Roe, for and during the space of *one year* from the *first* day of *December next*, for the compensation of *twelve hundred* dollars per annum, payable *monthly*, in gold coin of the United States.

And the said Richard Roe covenants with the said John Doe, that he will receive him as his clerk [*or journeyman*], for the term of *one year* aforesaid, and will pay him, in gold coin of the United States, for his services as such clerk [*or journeyman*], the sum of *twelve hundred* dollars per annum, in *monthly* payments.

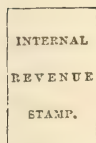
In witness whereof, &c.

Stamps.—See Form No. 8.

### No. 34.

#### Agreement for Making and Delivering Boots.

This agreement, &c., witnesses: That the said John Doe, in consideration of the covenants, on the part of the party of the second part,



to be performed, covenants and agrees, to and with the said Richard Roe, that he will, within [*here insert the time*] from the date hereof, make and deliver to the said Richard Roe *ten thousand* pairs of boots, made from *calfskin*, of the first quality, and of the following sizes. [*here insert sizes*]

And the said Richard Roe covenants to pay, in gold coin of the United States, to the said John Doe *two* dollars for each pair upon the completion of the delivery of the said *ten thousand* pairs, if the same are delivered within [*insert the time agreed upon*] from the date hereof, as aforesaid.

In witness whereof, &c.

Stamps.—See Form No. 8.

---

### No. 35.

#### Agreement for Making Flour-Barrels.

This agreement, &c., witnesses: That John Doe, in consideration of the agreement, on the part of Richard Roe, to be performed, covenants with the said Richard Roe, that he will make and deliver to the said Richard Roe, during the term of *one year* next ensuing from the date hereof, *one thousand* merchantable flour-barrels in each *week*, said flour-barrels to be made of good, hard, well-seasoned white oak stuff, and the hoops to be of black ash.

And the said Richard Roe, in consideration thereof, agrees to pay, in gold coin of the United States, to the said John Doe, at the rate of *twenty* cents for each barrel, such payment to be made on each thousand barrels immediately on the delivery thereof, until the whole quantity is made and delivered.

In witness whereof, &c.

Stamps.—See Form No. 8.

## No. 36.

BLANK PUBLISHED.

## Landlord's and Tenant's Agreements.

## TENANT'S AGREEMENT.

This is to certify, that *I* have hired and taken from *George H. Ensign* the house and premises known as *No. 26 Clay Street, in the City of San Francisco*, for the term of *six months*, from the *thirtieth* day of *May*, A. D. 186*7*, at the *monthly* rent of *fifty* dollars, payable, in gold coin of the United States of America, monthly in advance. And *I* do hereby promise to make punctual payment of the rent, in manner aforesaid, and to quit and surrender the said premises, at the expiration of the said term, to said lessor, *his* agent or attorney, in as good state and condition as reasonable use and wear thereof will permit, damages by the elements excepted; and not to let or underlet the whole or any part of the said premises, without the written consent of the landlord, under the penalty of forfeiture and damages; and also not to occupy the said premises for any business deemed extra-hazardous on account of fire, without the like consent, under the like penalty.

Given under *my* hand and seal, the *thirtieth* day of *May*, A. D. 186*7*.

*James Smith.* [L. S.]

## LANDLORD'S AGREEMENT.

This is to certify, that *I* have let and rented unto *James Smith* the house and premises known as *No. 26 Clay Street, in the City of San Francisco*, and the sole and uninterrupted use and occupation thereof, for the term of *six months* from the *thirtieth* day of *May*, A. D. 186*7*, at the *monthly* rent of *fifty* dollars, payable, in gold coin of the United States of America, monthly in advance. The said premises are not to be used or occupied for any business deemed extra-hazardous on account of fire, nor shall the



same, or any part thereof, be let, or underlet, without the written consent of the landlord, under the penalty of forfeiture and damages.

Given under *my* hand and seal, the *thirtieth* day of *May*, A. D. 1864.

*George H. Ensign.* [L. S.]

See Lease.

**Blanks.**—In these the landlord's agreement and the tenant's agreement are printed on the same page, the number of both being the same.

**Stamps.**—Lease, agreement, memorandum, or contract for the hire, use, or rent of any land, tenement, or portion thereof, where the rent or rental value is \$300 per annum or less, 50 cents.

Where the rent or rental value exceeds the sum of \$300 per annum, for each additional \$200, or fractional part thereof, in excess of \$300, 50 cents.—*Schedule B. of U. S. Internal Revenue Act of June 30, 1864.*

See also Form No. 1.

## No. 37.

BLANK PUBLISHED.

Landlord's and Tenant's Agreements.—Another Form.

### LANDLORD'S AGREEMENT.

This is to certify, that *I* have let and rented unto *Richard Roe*, of the *City and County of San Francisco*, State of *California*, *my* house and lot, known as *Number five hundred and eighty (580) Wells Street*, in said *City of San Francisco*, and the sole and uninterrupted use and occupation thereof, for the term of *one year*, to commence on the *first* day of *January*, A. D. 1864, at the *monthly* rent of *one hundred* dollars, *gold coin* of the United States, payable *monthly* in advance.

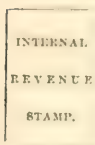
The premises above mentioned, or any part thereof, shall not be let or underlet without the written consent of the landlord, under penalty of the forfeiture of this lease, and damages.

Given under *my* hand and seal, the *20th* day of *August*, A. D. 1863,

*John Doe.* [L. S.]

## TENANT'S AGREEMENT.

This is to certify, that *I* have hired and taken from *John Doe*, of the City and County of San Francisco, State of California, a house and lot, known as Number five hundred and eighty (580) Wells Street, in said City of San Francisco, for the term of *one year*, to commence on the *1st* day of *January*, A. D. 186*4*, at the *monthly* rent of *one hundred* dollars, *gold coin* of the United States, payable *monthly* in advance.



And *I* do hereby promise to make punctual payment of the rent in the manner aforesaid, and in *gold coin* of the United States; and *I* do also promise and agree to quit and surrender the premises, at the expiration of said term, in as good state and condition as reasonable use and wear thereof will permit, damages by the elements excepted. And *I* do further promise and agree not to let or underlet the whole or any part of said premises, without the written consent of the landlord, under penalty of the forfeiture of this lease, and damages; and it is further understood and agreed, that if default be made in the payment of the said rent, or of any part thereof, or in *gold coin*, as above specified, or upon the expiration of the said term above expressed, it shall and may be lawful for the said landlord to enter into and upon the said demised premises, and to remove all persons therefrom, without requiring any notice, or demand being made, the same being hereby waived, and the same to have again, repossess, and enjoy, as of *his* former estate, any thing herein contained to the contrary notwithstanding; and *I* do hereby waive all claims for damages which may accrue by reason of said re-entry.

Given under *my* hand and seal, the *20th* day of *August*, A. D. 186*3*.

*Richard Roe.*

See Lease.

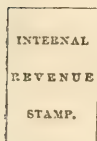
**Blanks.**—These are printed on the same page, like those of Form No. 36—the number of both the foregoing agreements being the same.

**Stamps.** —See Form No 36.

No. 38.

Agreement for a Lease.

Memorandum of an agreement entered into this twenty-third day of April, 1864, between Erwin Davis, of the City of San Francisco, and H. P. Coon, of said city, whereby the said Erwin Davis agrees, by indenture to be executed on or before the fifth day of June next, to demise and let to the said H. P. Coon a certain house and lot in said city, known as No. 151 Harrison Street, to hold to the said H. P. Coon, his executors, administrators, and assigns, from the fifth day of June aforesaid, for and during the term of twelve years, at the yearly rent of twelve hundred dollars, payable, in gold coin of the United States, monthly, one hundred dollars a month, in advance, clear of all taxes and deductions except the ground-rent. In which lease there shall be contained covenants on the part of the said H. P. Coon, his executors, administrators, and assigns, to pay the rent (except, in case the premises are destroyed by fire, the rent is to cease until they are rebuilt by the said Erwin Davis), and to pay all taxes and assessments (except the ground-rent); to repair the premises (except damages by fire); not to carry on any offensive or other business on the premises (except by written permission of said Erwin Davis); to deliver the same up at the end of the term in good repair (except damages by fire, as aforesaid); with all other usual and reasonable covenants, and a proviso for the re-entry of the said Erwin Davis, his heirs and assigns, in case of the non-payment of the rent for the space of three days after either of the said rent-days, or the non-performance of any of the covenants. And there shall also be contained covenants on the part of the said Erwin Davis, his heirs and assigns, for quiet enjoyment; to renew said lease at the expiration of said term, for a further period of twelve years, on terms to be agreed upon; and that in case of an accidental fire, at any time during the term, the said Erwin Davis will forthwith proceed to put the premises in as good repair as before such fire, the rent in the mean time to cease. And the said H. P. Coon hereby agrees to accept such lease on the terms aforesaid. And it is mutually agreed that the cost of this agreement, and of making and



recording said lease, and a counterpart thereof, shall be borne by the said parties equally.

Witness our hands and seals, the day and year first above written.

ERWIN DAVIS. [L. S.]

H. P. COON. [L. S.]

See Lease.

Stamps.—See Form No. 36.

### No. 39.

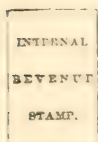
#### Agreement between a Housekeeper and Lodger.

This agreement, made the       day of       , A. D. 1864, by and between A. B., of, &c., and C. D., of, &c., witnesses: That the said C. D., in consideration of the agreement hereinafter contained, to be performed by A. B., has let to the said A. B. the entire first floor, and one room in the attic story, or garret, with the use of the offices, and of the yard for drying linen, or beating carpets or clothes, being part of the dwelling-house, now occupied by the said C. D., situate in Mount Eden, County of Alameda, State of California [*or*, known as number       , in       Street, in the City of Oakland], for and during the term of two years from the day of the date hereof; to hold to the said A. B., for the said term of two years, at the monthly rent of       dollars, payable monthly, in gold coin of the United States, to the said C. D. In consideration of the premises, A. B. agrees to pay, in gold coin of the United States, to the said C. D., the afore-said monthly rent of       dollars, at the times above limited for the payment thereof; and at the end of the said term, or in case of any default in the payment, to yield and deliver up to the said C. D., or his assigns, on request, the quiet and peaceable possession of the premises above described, and leave them in as good condition and repair as they shall be on his taking possession thereof, reasonable wear excepted.

In witness, &c.

See Lease.

Stamps.—See Form No. 36.





No. 40.

Agreement for Part of a House.

Memorandum of an agreement entered into, the      day of      , 1864, by and between A. B., of      , and C. D., of, &c., whereby the said A. B. agrees to let, and the said C. D. agrees to take, the rooms or apartments following, that is to say: an entire first floor, and one room in the attic story or garret, and a back kitchen and cellar opposite, with the use of the yard for drying linen, or beating carpets or clothes; being part of a house and premises in which the said A. B. now resides, situate and being in No.      , in      Street, in the City of Sacramento, to have and to hold the said rooms and apartments, and the use of the said yard as aforesaid, for and during the term of half a year, to commence from the      day of      , instant, at and for the yearly rent of      dollars, gold coin of the United States, payable monthly, by even and equal portions, the first payment to be made on the      day of      next ensuing the date thereof; and it is further agreed that, at the expiration of the said term of half a year, the said C. D. may hold, occupy, and enjoy the said rooms or apartments, and have the use of the said yard as aforesaid, from month to month, for so long a time as the said C. D. and A. B. may and shall agree, at the rent above specified; and that each party be at liberty to quit possession on giving the other a month's notice in writing. And it is also further agreed, that when the said C. D. shall quit the premises, he shall leave them in as good condition and repair as they shall be in on his taking possession thereof, reasonable wear excepted.

Witness, &c.

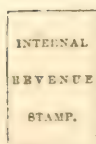
See Lease.

Stamps.—See Form No. 36.

No. 41.

Agreement of Surety for the Payment of Rent.

In consideration of the letting of the premises above described, and for the sum of one dollar, I do hereby become surety for the punctual



payment of the rent, and performance of the covenants, in the above-written agreement mentioned, to be paid and performed by C. D., as therein specified; and if any default shall at any time be made therein, I do hereby promise and agree to pay unto the landlord in said agreement named, the said rent, or any arrears thereof that may be due, and fully satisfy the conditions of the said agreement, and all damages that may accrue by reason of the non-fulfilment thereof, without requiring notice or proof of demand being made.

Given under my hand and seal, the            day of            , 1864.

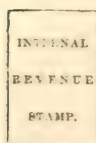
E. F. [L. s.]

Stamps.—See Form No. 8.

## No. 42.

### Agreement to Change Mortgage Security.

This agreement, made the            day of, &c., between A. B., of, &c., and C. D., E. F., and G. H., of, &c., witnesses: That whereas the said



A. B. has this day sold and conveyed unto the said C. D., E. F., and G. H., by warranty deed duly executed, four acres of land, situate, lying, and being on the southeast corner of            and            Streets, in the Town of            , State of California, for the price or consideration of one thousand dollars, gold coin of the United States; and in order to secure the payment of the sum of eight hundred dollars, parcel thereof, the said C. D., E. F., and G. H., have executed and delivered to the said A. B. a mortgage upon the aforesaid premises, together with their joint bond, conditioned for the payment, in gold coin of the United States, of the said sum of eight hundred dollars, in eight equal annual payments from this date, with annual interest; and whereas it is the intention of the said C. D., E. F., and G. H., to divide the said premises conveyed to them into town lots, and to sell and dispose of the same upon such terms as shall seem meet and advantageous: Now, therefore, the said A. B., in consideration of the premises, does, for himself, his heirs, executors, administrators, and assigns, covenant and agree, to and with the said

C. D., E. F., and G. H., their executors, administrators, and assigns, that they, the said C. D., E. F., and G. H., their executors, administrators, and assigns, shall and may, at all times hereafter, have the right of changing the security above mentioned, by substituting, instead of the same, or of any part thereof, not less than one hundred dollars, the like security, on other real estate of at least equal value; and that he, the said A. B., his heirs, executors, administrators, or assigns, shall and will, upon request to him or them made, forthwith execute and deliver to the said C. D., E. F., and G. H., their executors, administrators, or assigns, good and sufficient releases and discharges of the said mortgage, or of the lien upon any portion of the premises therein described, whenever the said C. D., E. F., and G. H., their executors, administrators, or assigns, shall furnish the said A. B., or his representatives, as aforesaid, with such other security as above mentioned.

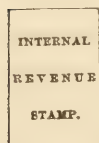
In witness, &c.

Stamps.—See Form No. 8.

### No. 43.

#### Agreement to Extend the Time for Payment of Mortgage.

This agreement, made this 17th day of November, A. D. 1864, between Erwin Davis, of the City of San Francisco, administrator, &c., of the first part, and George L. Kenny and Albert L. Bancroft, of the same place, of the second part, witnesses: Whereas the said party of the first part is the holder of a certain promissory note, made by George L. Kenny and Albert L. Bancroft, under their firm name of Kenny & Bancroft, for the sum of thirty thousand dollars, dated the seventeenth day of November, A. D. 1863, and payable, in gold coin of the United States of America, one year after the date thereof, with interest thereon, at the rate of one and one-half per cent. a month, monthly, in advance, with a provision that, in case of default in the payment of any installment of said interest for the space of fifteen days after the same should become payable, it should be optional with said party of



the first part to consider said principal sum, and all arrearages of interest thereon, immediately due and payable.

And whereas, the said party of the first part holds a certain mortgage, made by the said George L. Kenny and Albert L. Bancroft, dated November 17th, A. D. 1863, and recorded in the office of the County Recorder of San Francisco County, in Liber No. 48 of Mortgages, at page 984, November 17th, A. D. 1863, as security for the payment of said note and interest, under the terms of a certain agreement bearing date on said 17th day of November, 1863, and duly recorded in said office, in Liber No. 23 of Covenants, at page 365, November 25, 1863. And whereas, the said note has, by the terms thereof, become due and payable, and the said parties of the second part have applied to said party of the first part, to extend the time of the payment thereof twelve months from the date of these presents, and he has consented to do so, upon the same terms and conditions as originally provided therein.

Now, in consideration of the premises, it is mutually covenanted and agreed between the said parties, that the time of payment of the said promissory note shall be, and the same is hereby, extended for the period of twelve months from the date of these presents; and the said parties of the second part do hereby covenant and agree to and with the said party of the first part, his successors and assigns, to pay him, in gold coin of the United States, the said sum of thirty thousand dollars, at the expiration of one year from the date of these presents, and also to pay him, in like gold coin, the interest thereon, at the rate, and at the times, and in the manner, and subject to the like conditions, as are expressed in said promissory note; and they hereby grant, convey, and mortgage to the said party of the first part, the said premises described in the mortgage herein above referred to, upon the terms and conditions in said mortgage contained, as additional security for the performance of this agreement.

It is further mutually agreed between said parties, that recourse shall not be had to said mortgage until said period of twelve months shall have expired, unless, in case of default in the payment of the interest on said note, the said party of the first part shall have sooner elected to consider said note and mortgage as due and payable.

In witness whereof, the respective parties to these presents have



hereunto, and to a duplicate hereof, interchangeably set their hands and seals, the day and year first above written.

Signed, sealed, and delivered,	}	ERWIN DAVIS.	[L. S.]
in presence of		GEORGE L. KENNY.	[L. S.]
A. B.		ALBERT L. BANCROFT.	[L. S.]
C. D.			

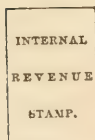
**Stamps.**—Mortgage of lands, estate or property, real or personal, heritable or movable, whatsoever, where the same shall be made as security for the payment of any definite and certain sum of money lent at the time or previously due and owing or forborne to be paid, being payable; also any conveyance of any lands, estate, or property whatsoever, in trust, to be sold or otherwise converted into money, which shall be intended only as security, and shall be redeemable before the sale or other disposal thereof, either by express stipulation or otherwise; or any personal bond given as security for the payment of any definite or certain sum of money exceeding \$100, and not exceeding \$500, 50 cents; exceeding \$500, and not exceeding \$1,000, \$1; and for every additional \$500, or fractional part thereof, in excess of \$1,000, 50 cents: *Provided*, That upon each and every assignment or transfer of a mortgage, lease, or policy of insurance, or the renewal or continuance of any agreement, contract, or charter, by letter or otherwise, a stamp duty shall be required and paid equal to that imposed on the original instrument.—*Schedule B. of U. S. Internal Revenue Act of June 30, 1864.*

See also Form No. 1.

No. 44.

Agreement to Increase Rate of Interest and Pay Taxes on Mortgage.

Know all men by these presents, that we, Erwin Davis and Charles L. Weller, the obligors named in a certain bond in the penal sum of \_\_\_\_\_ dollars, gold coin of the United States, bearing date the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 1864, conditioned for the payment, in gold coin of the United States, of the sum of \_\_\_\_\_ dollars, with interest at the rate of \_\_\_\_\_ per cent. per month, to Cutler McAllister, the obligee therein named, which bond is secured by the mortgage of the said



Erwin Davis, bearing even date therewith, and recorded in the office of the county recorder of the County of San Francisco, in Liber No.      of Mortgages, at page      , on the      day      of      , A. D. 1860, and which said bond and mortgage are now wholly due and payable, do hereby, for ourselves, heirs, executors, administrators, and assigns, in consideration of the sum of five dollars lawful money to us in hand paid by the said Cutler McAllister, the receipt whereof is hereby acknowledged, covenant, grant, promise, and agree to and with the said Cutler McAllister, his executors, administrators, and assigns, that the said principal sum of      dollars shall, from and after the date of these presents, bear interest, at the rate of one and one-half of one per cent. per month, and that we will pay such interest at the times and in the manner in said bond and mortgage provided; and further, that we will pay and discharge at maturity all taxes and assessments which are or may be imposed upon the said bond and mortgage, or upon the moneys thereby secured, until the said bond and mortgage shall be fully paid and satisfied; and in case of our default in making such payment, that it shall be lawful for the said Cutler McAllister, his executors, administrators, or assigns, to pay and discharge the same, and such payment, when made, shall be taken and deemed to be a charge upon the lands and premises in said mortgage described, shall be added to the principal moneys thereby secured, and shall bear interest thereafter at the same rate. And I, the said Erwin Davis, for the consideration aforesaid, do hereby grant and convey unto the said Cutler McAllister, his heirs and assigns, the lands in said mortgage described, as security for the performance of this agreement, subject to the proviso in the said mortgage contained.

In witness whereof, we have hereunto set our respective hands and seals, this first day of July, A. D. 1864.

ERWIN DAVIS. [L. s.]

C. L. WELLER. [L. s.]

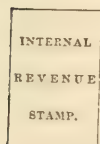
Signed, sealed, and delivered, }  
in the presence of }  
A. B. }

**Stamps.**—See Form No. 43.

No. 45.

Agreement to Sell and Assign Bond and Mortgage.

Whereas A. B., of the Town of \_\_\_\_\_, in the County of \_\_\_\_\_, and State of California, and M., his wife, on the first day of May, one thousand eight hundred and sixty-four, did execute a certain indenture of mortgage, and a bond bearing even date therewith, to C. D., of the town of, &c., which said mortgage, and the bond accompanying the same, were executed for the purpose of securing the payment of the sum of four hundred dollars, gold coin of the United States, in four years from the tenth day of May (then) instant, with interest annually from the day last aforesaid; and which said mortgage was recorded in the office of the county recorder of the County of \_\_\_\_\_ aforesaid, in Book 25 of Mortgages, at pages 86 and 87, on the second day of May, 1864, at 12 o'clock M.: Now, therefore, this agreement, made and executed between C. D., aforesaid, of the first part, and E. F., of the town of, &c., witnesses: That the party of the first part, for the considerations hereinafter mentioned, does covenant and agree, to and with the party of the second part, to sell, transfer, assign, and set over, unto the said party of the second part, the indenture of mortgage above described, and the bond accompanying the same, whenever the payments hereinafter specified to be made, by the said party of the second part to the party of the first part, shall be fully made and completed: To have and to hold the said bond and mortgage, and all the moneys due or to become due thereon, and all the interest conveyed by the said mortgage, in and to the lands therein described, unto the party of the second part, from the time of the completion of such sale, transfer, and assignment, as aforesaid, forever. And the said party of the first part does further covenant and agree, to and with the party of the second part, that he has good right to assign and set over the bond and mortgage aforesaid to the said party of the second part; and that the sum of four hundred dollars of principal, and twenty-one dollars of interest, payable in gold coin of the United States, is due upon the same at the day of the date hereof.



And the said party of the second part, in consideration of the premises, does covenant and agree, to and with the party of the first part, that he will pay or cause to be paid, unto the said party of the first part, the sum of four hundred dollars, gold coin of the United States, in manner following, viz.: fifty dollars on the en sealing and delivery of these presents, and the remaining sum of three hundred and fifty dollars, in two equal annual payments from the day of the date hereof, with annual interest.

And it is further agreed, by and between the aforesaid parties, that if the party of the second part shall, at any time, elect to pay the whole sum agreed to be paid, as aforesaid, to the party of the first part, with the lawful interest due thereupon, he shall have the right so to do, and the said party of the first part shall, immediately upon such payment, transfer, assign, and set over, unto the said party of the second part, the bond and mortgage above mentioned; and also, that the covenants and agreements aforesaid are to apply to and to bind the representatives of the respective parties to these presents.

In witness whereof, the aforesaid parties have hereunto set their hands and seals, the                      day of                      , A. D. 1864.

Signed, &c.

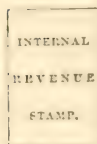
Stamps.—See Form No. 8; but see also Form No. 43.

## No. 46.

BLANK PUBLISHED.

### Articles of Copartnership.

Articles of copartnership, made and entered into the *twenty-seventh* day of *May*, in the year of our Lord one thousand eight hundred and sixty *four*, between *James Hunt, of the City and County of San Francisco, State of California*, *Charles Hunter, of said city and county*, and *John Doe, of said city and county*. The said parties above named have agreed, and by these presents do agree to become copartners in business together, under





and by the name, firm, and style of "*Hunt, Hunter & Co.,*" in the business of *groceries and provisions, and in buying, selling, and vending all sorts of goods, wares, and merchandise to the said business belonging, and to occupy the store at No. 213 Battery Street, in said City of San Francisco;* their copartnership to commence on the *first* day of *June*, A. D. 1864, and to continue *for the term of ten years from thence next ensuing, fully to be complete and ended;* and to that end and purpose, the said parties have delivered in as capital stock the sum of *one hundred thousand* dollars, share and share alike, to be used and employed in common between them, for the support and management of the said business, to their mutual benefit and advantage.

And it is agreed by and between the said parties, that at all times during the continuance of their copartnership, they and each of them will give their attendance, and do their and each of their best endeavors, and to the utmost of their skill and power exert themselves, for their joint interest, profit, benefit, and advantage, and truly employ, buy, and sell merchandise, with their joint stock, and the increase thereof, in the business aforesaid; that they shall, and will, at all times, during their copartnership, bear, pay, and discharge, equally between them, all rents and other expenses that may be required for the support and management of the said business; that all gains, profits, and increase, that shall come, grow, or arise, from or by means of the said business, shall be divided between them, share and share alike, and all loss that shall happen to their said joint business, by ill commodities, bad debts, or otherwise, shall be borne and paid equally between them; that there shall be kept, at all times during the continuance of their copartnership, perfect, just, and true books of accounts, wherein each of the said copartners shall enter and set down, as well all money by them, or either of them, received, paid, laid out, and expended, in and about the said business, as also all the goods, wares, commodities, and merchandise, by them, or either of them, bought or sold, by reason or on account of the said business, and all other matters and things whatsoever, to the said business and management thereof in any wise belonging; which said books shall be used in common between the said copartners, so that either of

them may have access thereto without any interruption or hindrance of the others; that the said copartners, once in each year, during the continuance of the said copartnership, as aforesaid (to wit:—on the *first* day of *June* in each year), or oftener if necessary, shall make, yield, and render, each to the others a true, just, and perfect inventory and account of all the profits and increase by them, or either of them, made, and of all loss by them, or either of them, sustained; and also, of all payments, receipts, and disbursements, and of all other things by them made, received, disbursed, acted, or suffered, in their said business, and the same account being so made, they shall and will clear, adjust, pay, and deliver, each to the others, at the time, their just share of the profits so made as aforesaid; that during the continuance of the said copartnership, neither of them shall or will endorse any note, or otherwise become surety for any person or persons whomsoever, without the consent of the other said copartners; that at the end, or other sooner determination of their copartnership, the said copartners, each to the others, shall and will make a true, just, and final account of all things relating to their said business, and in all things truly adjust the same; and that all and every stock and stocks, as well as the gains and increase thereof, which shall appear to be remaining, either in money, goods, wares, fixtures, debts, or otherwise, shall be divided between them, share and share alike.

In witness whereof, the said parties have hereunto set their hands and seals, the day and year first above written.

*James Hunt.* [L. S.]

*Charles Hunter.* [L. S.]

*John Doe.* [L. S.]

Signed, sealed, and delivered, in the presence of

*E. F. Wheelset.*

*W. P. Belknap.*

Stamps.—See Form No. 8.

No. 47.

Partnership Articles.—Another Form.

These articles of agreement, made this      day of      , 186  
between John Jones and Smith Johns, show:



1st. That said Jones and said Johns do this day form a partnership on mutual and equal terms, under the name, style, and firm of Jones and Johns.

2d. Said partnership shall exist for two years [*or*, at the will of the parties].

3d. The business of said firm shall be the fruit-selling business, to be conducted in the City of San Francisco, at as many stands as may be established.

4th. Each party contributes the sum of ten thousand dollars; the said Jones in cash, and said Johns furnishing for the use of the firm his rancho in Alameda County, with all the improvements, furniture, and facilities thereof, to be considered as a contribution of ten thousand dollars in cash on his part.

5th. Said Jones is to oversee the sale of the fruit, and manage the business at the various fruit-stands in San Francisco; and said Johns is to attend to the cultivation and gathering of the fruit at the rancho, and to send it to San Francisco.

6th. Neither party is to draw more profits or monthly allowance from the concern than the other, and all rights, privileges, and advantages are to be mutual and equal.

Signed on the day above written.

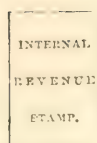
JOHN JONES.  
SMITH JOHNS.

Stamps.—See Form No. 8.

## No. 48.

## Articles of Copartnership.—Another Form.

Articles of copartnership, made and concluded this       day of  
 , in the year of our Lord one thousand eight hundred and  
 sixty-four, by and between A. B., of the first part, and C. D.,  
 of the second part, both of Drytown, County of Amador,  
 and State of California.



Whereas it is the intention of the said parties to form  
 a copartnership, for the purpose of carrying on the retail  
 business of booksellers and stationers, for which purpose they have  
 agreed on the following terms and articles of agreement, to the faith-  
 ful performance of which they mutually bind and engage themselves  
 each to the other, his executors and administrators.

*First.* The style of the said copartnership shall be “       ;”  
 and it shall continue for the term of       years from the above date,  
 except in case of the death of either of the said parties within the  
 said term.

*Second.* The said A. B. and C. D. are the proprietors of the stock,  
 a schedule of which is contained in their stock-book, in the proportion  
 of two-thirds to the said A. B., and of one-third to the said C. D.;  
 and the said parties shall continue to be owners of their joint stock  
 in the same proportions; and in case of any addition being made to  
 the same by mutual consent, the said A. B. shall advance two-thirds,  
 and the said C. D. one-third of the cost thereof.

*Third.* All profits which may accrue to the said partnership shall  
 be divided, and all losses happening to the said firm, whether from  
 bad debts, depreciation of goods, or any other cause or accident, and  
 all expenses of the business, shall be borne by the said parties in the  
 aforesaid proportions of their interest in the said stock.

*Fourth.* The said C. D. shall devote and give all his time and  
 attention to the business of the said firm as a salesman, and generally  
 to the care and superintendence of the store; and the said A. B. shall  
 devote so much of his time as may be requisite, in advising, over-  
 seeing, and directing the importation of books and other articles  
 necessary to the said business.



*Fifth.* All the purchases, sales, transactions, and accounts of the said firm shall be kept in regular books, which shall be always open to the inspection of both parties and their legal representatives respectively. An account of stock shall be taken, and an account between the said parties shall be settled, as often as once in every year, and as much oftener as either partner may desire, and in writing request.

*Sixth.* Neither of the said parties shall subscribe any bond, sign or endorse any note of hand, accept, sign, or endorse any draft or bill of exchange, or assume any other liability, verbal or written, either in his own name or in the name of the firm, for the accommodation of any other person or persons whatsoever, without the consent in writing of the other party; nor shall either party lend any of the funds of the copartnership without such consent of the other partner.

*Seventh.* No importation, or large purchase of books or other things, shall be made, nor any transaction out of the usual course of the retail business shall be undertaken by either of the partners, without previous consultation with, and the approbation of, the other partner.

*Eighth.* Neither party shall withdraw from the joint stock, at any time, more than his share of the profits of the business then earned, nor shall either party be entitled to interest on his share of the capital; but if, at the expiration of the year, a balance of profits be found due to either partner, he shall be at liberty to withdraw the said balance; or to leave it in the business, provided the other partner consent thereto, and in that case he shall be allowed interest on the said balance.

*Ninth.* At the expiration of the aforesaid term, or earlier dissolution of this copartnership, if the said parties, or their legal representatives, cannot agree in the division of the stock then on hand, the whole copartnership effects, except the debts due to the firm, shall be sold at public auction, at which both parties shall be at liberty to bid and purchase like other individuals, and the proceeds shall be divided, after payment of the debts of the firm, in the proportions aforesaid.

*Tenth.* For the purpose of securing the performance of the foregoing agreements, it is agreed that either party, in case of any viola-

tion of them, or either of them, by the other, shall have the right to dissolve this copartnership forthwith, on his becoming informed of such violation.

In witness, &c.

Stamps.—See Form No. 8.

### No. 49.

#### Commercial Partnership Agreement.

This agreement, made and entered into at the City of San Francisco, this first day of January, A. D. eighteen hundred and sixty, between Abraham Bolt, Benjamin B. Brewster, and Charles C. Coleman, all of the City of San Francisco, witnesses:

INTERNAL  
REVENUE  
STAMP.

That said parties have this day, and do hereby associate themselves together as copartners in trade, in said City of San Francisco, under the firm, name, and style of Bolt, Brewster, and Coleman, and do make and adopt the following covenants, provisions, and articles of agreement with each other, respecting their said copartnership and the business to be conducted by them, viz.:

1st. The said copartnership shall continue for the space of three years from the date hereof; but after the expiration of one year from the date hereof, either party shall be at liberty to terminate the said copartnership, by giving to his copartners three months' previous notice, in writing, of his intention so to do.

2d. The said copartners shall contribute to the capital stock of said copartnership as follows: the said Bolt and Coleman, at least ten thousand dollars each, and the said Brewster, at least five thousand dollars in cash. The parties contributing the largest amount of capital shall be allowed an interest thereon to the extent of the excess over that contributed by the other partner or partners, which interest shall be at a rate equivalent to the average of the rates that shall have been paid by the firm in the course of their business, during the three months preceeding the time when such interest is credited and

allowed; an interest account shall be made up and allowed once in every three months, and shall be paid as one of the expenses of the business. And if said firm shall have paid no interest within the three months preceding the time when such account shall be made up, then the rate to be allowed shall be the average of the usual rates charged at bank, upon discount of the most approved mercantile paper during that period.

3d. The partners shall share the profits of their said business equally.

4th. The said copartnership engaged in the general grocery, provision, and liquor business, and the character of the business shall not be changed without the consent of all the partners thereto, in writing.

5th. No partner shall sign or use the firm name for any purpose not connected with their legitimate business, and shall not sign or endorse any promissory note, bond, obligation, or agreement, nor become surety for the benefit or accommodation of any person whatever, without the consent, in writing, of his copartners.

6th. Each partner shall devote his exclusive attention to the business of the firm, and shall engage in no other business or transaction whatever; but this shall not be held to prevent either partner from employing his private means in any investment or transaction he may please, provided, however, he do not employ or invest them in any business or transaction that may compete with the business and interests of the copartnership.

7th. Each partner shall consult his copartners, in reference to all transactions connected with the business, as often as practicable, and if practicable to advise and consult with his copartners, neither party shall make any purchase exceeding twenty thousand dollars without the consent of such partners, nor any sale and delivery on credit exceeding two thousand dollars without the like consent.

8th. The said Bolt and Coleman shall be allowed to draw from the profits of the concern an amount not to exceed six hundred dollars a month, and the said Brewster not to exceed four hundred dollars a month, for their personal expenses.

9th. The profits of the concern shall be suffered to remain in the business, and no part of the same shall be withdrawn, except the

allowance and personal expenses as aforesaid, except by consent of all parties.

10th. Full, true, and perfect books of accounts shall be kept, to which either partner shall have access at all times; balances shall be struck and balance-sheets shall be made out as often as once in every three months, at which time each partner shall be entitled to be credited with his share of the earned profits of the business not withdrawn, as an increase of his capital.

11th. Upon a dissolution of the copartnership, any excess of capital which one partner may have invested in the concern shall be first paid, and, after that, the property of the concern shall be equally divided between the partners.

In witness whereof, the said parties to these presents have hereto, and to two others of like tenor and date, signed their hands and seals, the day and year first above written.

ABRAHAM BOLT. [L. S.]

B. B. BREWSTER. [L. S.]

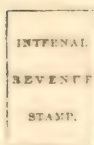
CHAS. C. COLEMAN. [L. S.]

Stamps.—See Form No. 8.

## No. 50.

### Articles of Copartnership between Country Merchants.

Articles of agreement made and entered into this      day of      ,  
A. D. 1864, between A. B., of, &c., of the one part, and C. D., of, &c., of  
the other part, witness      as follows: The said A. B. and  
C. D. have joined, and by these presents do join themselves,  
to be copartners together, in the business of general country  
merchants, and all things thereto belonging; and, also, in  
buying, selling, and retailing all sorts of wares, goods, mer-  
chandise, and commodities, and all kinds of produce usually kept and  
sold in a country store, and in such commission business as may apper-  
tain to the same; which said copartnership is to be conducted under  
the name, style, and firm of B. & D., at the Town of      , State of  
California, and shall continue from the      day of      , 1864, for





and during, and unto the end and term of                      years, from thence next ensuing, fully to be complete and ended.

And to that end and purpose the said parties to these presents have, the day of the date hereof, delivered in as stock the sum of                      dollars, share and share alike, to be used, laid out, and employed in common between them for the management of the said business of merchandising, as aforesaid, to their mutual benefit and advantage: and it is agreed between the said parties to these presents, that the capital stock of the firm hereby constituted shall be made and kept up to the sum of                      dollars, share and share alike; that the same may at any time be reduced or extended by agreement between the parties hereto; and that the said capital stock, together with all credits, goods, wares, or commodities bought or obtained by the said firm, by barter or otherwise, shall be kept, used, and employed in and about the business aforesaid; and, for that purpose, each partner shall have power to use the name of the firm, and to bind the same, in making contracts and purchasing goods at the City of San Francisco or elsewhere, and in otherwise trading, buying, and selling on account of the said firm, and for the benefit and behoof thereof, and not otherwise; provided, however, that neither partner shall contract liabilities in the name and on the credit of the firm, in purchasing and replenishing their stock of goods and merchandise, to exceed the sum of                      dollars, without the consent of the other partner; and, also, that neither of the said copartners shall or will, during the said term, exercise or follow the trade or business of merchandising, as aforesaid, in the said County of                      , for his private benefit or advantage; but shall, at all times, do his best endeavor, in and by all lawful means, to the utmost of his skill, power, and cunning, for the joint interest, profit, benefit, and advantage of the firm aforesaid; and truly employ, buy, sell, and merchandise with the stock aforesaid, and the increase and profit thereof, in the business of merchants aforesaid, without fraud or covin; and, also, that the said parties shall and will, at all times during the said copartnership, bear, pay, and discharge equally between them all rents and other expenses, &c.

In witness, &c.

Stamps.—See Form No. 8.

## No. 51.

## Farming Partnership Contract.

This agreement, made and entered into at the City of San Francisco, the \_\_\_\_\_ day of April, A. D., eighteen hundred and fifty-nine, between Mark Hillyer, of Contra Costa County, and George Hubert Kenny and Albert L. Bancroft, of said City of San Francisco, witnesses: That said Mark Hillyer, having this day conveyed to the other parties above named the two-thirds part of a tract of land in said Contra Costa County, described as follows, viz.:



[*Description.*]

The said Mark Hillyer and the said other parties above named have become and now are the owners of the same, and of the stock, personal property, and improvements thereon, each of an undivided one-third of the same, as tenants in common, and not as joint tenants; and they have agreed upon the following terms and articles of association for the possession and improvement of said property:

The said parties agree to continue together in the business of raising cattle, horses, and other stock, upon the land aforesaid, for the period of five years from the date hereof, and they shall be equally entitled to the increase and profits arising from the same. The dwelling-house and its appurtenances, now occupied by the said Mark Hillyer, shall not be deemed to be the common property of the said parties, but shall belong exclusively to said Hillyer, and either of the other parties is at liberty to erect a dwelling-house upon the said tract of land for his own use, which shall, in like manner, belong to the party so erecting the same, and not be deemed the common property of the parties hereto.

All business transacted by any of said parties, respecting their common affairs, shall be done with the knowledge and consent of the other associates; all sales shall be made for cash, and no purchases whatever shall be made, except for cash. No promissory note, or other obligation, shall be signed or endorsed by any of the associates, in reference to matters affecting their common interest, except by the unanimous consent of all. Each of the associates shall be required to give his personal attention and services to the business and affairs of

the association, or to be represented by other labor in his place, or to make some equivalent therefor. A suitable garden-spot may be selected and fenced in by either of the parties, and attached to his residence, which, however, shall not exceed        acres in extent, and the product thereof shall not be deemed or taken to be common stock, so far as the same may be used or employed in the maintenance or support of such person or his family; but the proceeds of all crops or produce sold shall belong to the associates. Neither of the associates shall draw from the funds of the association more than fifty dollars per month for his personal use; and all marketable produce taken from the common stock or general farm, for the private use or consumption of either of the associates, shall be charged to and accounted for the person who shall have taken the same.

In witness whereof, the said parties have hereunto set their hands and seals, the day and year first above written.

MARK HILLYER. [L. S.]

GEORGE HUBERT KENNY. [L. S.]

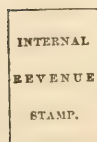
ALBERT L. BANCROFT. [L. S.]

Stamps.—See Form No. 8.

## No. 52.

### Partnership Agreement in Theater Matters.

This agreement, made the first day of January, A. D. one thousand eight hundred and fifty-nine, between A., the party of the first part, and B., the party of the second part, both of the City and County of San Francisco, State of California, witnesses:



That the said parties, in consideration of their mutual trust and confidence in each other, and of the covenants and conditions hereinafter contained, have agreed, each with the other, to form, and they do hereby form, a copartnership, for the purpose of carrying on in the said State the business of       , and the public performances and amusements generally known and designated by that name, upon the following terms and conditions:

1. The style and firm of said copartnership shall be "A. & Co.," and

their company of performers shall be known as "A. & Co.'s Minstrls."

2. Said copartnership shall commence on \_\_\_\_\_, and shall continue for the period of \_\_\_\_\_ years.

3. Each party shall contribute to the capital stock of said copartnership equally.

4. The interests of said parties in said copartnership shall be equal. The profits shall be divided equally between them, and the losses, if any, shall be borne in the same proportion.

5. The said B. shall, during the months of April or May, 1859, proceed to the Atlantic States, and there select and employ, on behalf of the said copartnership, according to his best judgment and discretion, a company of suitable persons as performers in said business, with whom he shall return to this State as speedily as possible.

6. The said B. shall receive and disburse all the moneys of the concern, and shall well and truly keep the accounts thereof. Both parties shall have at all times free access to all the books and papers of the copartnership.

7. Neither of the said parties hereto will, without the consent in writing of the other, employ any of the moneys or effects of the said copartnership, or engage the credit thereof, except upon the account, in the business, and for the benefit of the said copartnership. Nor will either employ (except as in article 5, hereinbefore provided) or dismiss any person, for the purposes or business of said copartnership, without the written consent of the other.

8. The said copartnership shall have the right to play at least three engagements, or series of performances, of a week each in duration, at the public concert-room or theater in the City of San Francisco, known as the Yerba Buena Theater. And the said A. hereby covenants that he is the proprietor of said theater, and that he will, as such proprietor, let and hire to the said copartnership the use of said theater during said periods, upon receiving from said copartnership a notice of at least five days previous to the commencement of every such engagement, at a rent not to exceed ten dollars (\$10) per night, to be paid to said A. out of the receipts of such copartnership before dividing any profits.

9. A settlement shall be had monthly, at which all the accounts



shall be made up, and the net profits remaining after paying all expenses shall be divided.

10. Either partner violating this agreement or any of the covenants therein contained, shall thereby become liable to the other in the full sum of ten thousand dollars (\$10,000) as fixed and liquidated damages, without deduction or diminution.

In witness whereof, the said parties have hereunto set their hands and seals, the day and year first above written.

A. [L. s.]

B. [L. s.]

Stamps.—See Form No. 8.

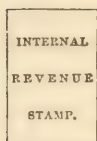
No. 53.

Agreement of Limited Copartnership, in accordance with the Act of April 4th, 1850.

Articles of agreement made and concluded this first day of January, A. D. one thousand eight hundred and fifty-nine, between William Richards, of the City of San Francisco, of the first part, John Dean, of said city, of the second part, and James Brown, of the City of Sacramento, of the third part.

The said parties do hereby agree to associate themselves together, in a limited partnership, for the purpose of carrying on, in the City of San Francisco, the art and trade of manufacturing, purchasing, and selling native California wines, under the name and style of Richards and Dean; the said William Richards and John Dean being general partners, and the said James Brown a special partner; said copartnership shall commence at the date of these presents, and terminate on the thirty-first day of December, A. D. one thousand eight hundred and sixty-two; the said William Richards, as a general partner, has contributed in cash [*or otherwise, as the case may be*] the sum of twenty thousand dollars; the said John Dean also, as a general partner, has contributed the sum of twenty thousand dollars; and the said James Brown, as a special partner, has contributed also the sum of twenty thousand dollars to the capital stock of the said firm.

It is further agreed, by and between the parties to this agreement,



that the interest in the capital stock aforesaid, of each of the partners, shall be the one-third of the yearly profits of the business of said firm.

And it is further mutually understood and agreed, by and between the said parties, that if any one of the respective parties desire the portion of the annual profits to which he may be entitled to remain with said firm, for the mutual use and benefit of all the parties to this agreement, then, and in that case, the portion of the profits so remaining shall draw interest, at the rate of fifteen per cent. per annum, which said interest shall be paid to the party entitled thereto on the first day of July thereafter in each and every year, during the term of this agreement.

And it is further agreed, by and between the parties to this agreement, that William Richards and John Dean shall and will, from time to time, and at all times during the said term (if they shall so long live), devote their personal services, skill, and ability to the business of said firm, and for the mutual benefit of all the parties to this agreement; and as a compensation for said services the said William Richards and John Dean shall each be allowed a salary of one hundred and fifty dollars per month, to be drawn from the profits of said business, on the first day of each and every month during the term of this agreement.

And it is further agreed, by and between the parties to this contract, that the said general partners shall, during the term of copartnership, keep true and just books of accounts, in which shall be entered all moneys received and expended in and about the business of said firm, to which books each of the respective parties hereto shall have free access.

And also, on the thirty-first day of December, in each and every year during the term of said copartnership, a general account shall be stated of all profits made and losses sustained by said firm; and further, upon making the said account at the expiration of the term hereof, a copy of said account shall be furnished to each of the parties to this agreement, his executors, administrators, or assigns; and, at the same time, all the capital stock, together with the profits thereof, shall be divided between the said parties, their executors, administrators, and assigns, in the proportions first above mentioned, to wit: one-third to each and every one of the parties hereto.

And it is further agreed, by and between the parties to this agreement, that during the term hereof, no one of the parties hereto shall pledge his individual liability for or on behalf of any person or matter beyond the business of this copartnership.

In witness whereof, the parties to these presents have hereunto set their hands and seals, the day and year first above written.

WILLIAM RICHARDS. [L. S.]

JOHN DEAN. [L. S.]

JAMES BROWN. [L. S.]

Signed, sealed, and delivered, }  
in presence of }  
E. F. }

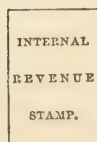
See General Laws, 4812.

Stamps.—See Form No. 8.

No. 54.

. Agreement to Make a Partnership at a Future Day.

This agreement, made the            day of January, one thousand eight hundred and fifty-nine, by and between A. B., of the first part, and C. D., of the second part, both of the City and County of San Francisco, State of California, witnesses :



The said parties mutually covenant, promise, and agree, to and with each other, that at any time from and after the expiration of four months from the date of this agreement, they, the said parties, shall and will, upon five (5) days' notice in writing from either to the other, enter into and execute written articles of copartnership (under seal) to carry on the business of           , at the City of San Francisco, in the State of California; said articles of copartnership to go into effect as soon after the execution thereof as may be; the term of the said copartnership to be not less than five (5) nor more than ten (10) years from the date of said articles, fully to be complete and ended.

That the firm name of said copartnership shall be A. B. & Co., the profits to be divided equally, and any losses, if such there be, to

be borne by said parties equally ; that at all times during the continuance of their said copartnership, the said parties, and each of them, shall and will give their attendance, and do their and each of their best endeavors, and, to the utmost of their skill and power, exert themselves for their joint interest, profit, benefit, and advantage in the business aforesaid ; that the said A. B. shall have the charge, direction, and control of the business department of said copartnership.

And the parties also further mutually covenant, promise, and agree, to and with each other, that this agreement shall be and remain in force for five years from the date thereof ; and for the true and faithful performance of all the covenants and agreements above mentioned, the parties to these presents now this day executed and delivered, each to the other, bonds in the sum of \$ , as fixed and settled damages, to be paid by the failing party, which said bonds are hereto annexed and form part of this agreement.

In witness whereof, the said parties have hereunto set their hands and seals, the day and year first above written.

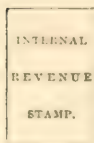
A. B. [L. S.]  
C. D. [L. S.]

Stamps.—See Form No. 8.

### No. 55.

#### Agreement to make Changes in a Copartnership.

This agreement, made this       day of       , A. D. 186 ,  
between A. B., of the one part, and C. D., of the other part, witnesses :



Whereas, on the       day of       , A. D. 186 ,  
the said A. B. and C. D. entered into and made, by agreement in writing, a copartnership, under the style and firm of A. B. & Co., for the purpose of carrying on a general fancy dry goods business in       , which partnership was, by the terms of such agreement, to expire on the       day of       ,  
A. D. 186 .



And whereas, it is thought best by said A. B. & Co., that the said agreement of copartnership should be modified as to the period fixed for the expiration thereof, and in other respects, as hereinafter set forth; and whereas, the said C. D. is desirous of making with the said A. B. an agreement for the selling out, at a future period, to said A. B., all the right, title, interest, and share of said C. D. in the said copartnership, and in the stock, assets, and property of every kind thereto belonging, as hereinafter set forth:

Now, therefore, the said A. B. and C. D. mutually agree with and to each other, as follows:

I. On the                      day of                      , A. D. 186    , the sum of                      dollars shall be placed to the credit of said C. D., upon the books of said A. B. & Co., which sum shall be paid out of the concern to him at any time within two years from that date, in amounts of not less than one thousand dollars at a time, together with interest, at one and a half of one per cent. per month, until paid.

II. There shall also be paid to said C. D., from and after said                      day of                      , A. D. 186    , the sum of                      dollars per month, payable monthly, so long as the said sum of                      dollars, with interest as aforesaid, shall remain unpaid.

III. Upon the payment to said C. D. of the sum of money as in articles I. and II. mentioned, the same shall be in lieu and in full to him of all his right, title, and interest in and to the said copartnership of A. B. & Co., and the stock, good-will, firm name, assets, and property of every kind whatever, thereunto belonging, and the same shall fully vest in and belong to the said A. B.; and all interest, right, and title of the said C. D. shall then and thereby wholly cease and determine, and the said copartnership of the said A. B. and the said C. D. shall then and thereby expire and be dissolved.

IV. That in the mean time, and until the contingency as provided and set forth in article III. shall have taken place, the said C. D. shall continue to give his whole time and attention to the said copartnership of A. B. & Co., and to the business and affairs thereof, under and subject to the control and management of the said A. B., so long as he shall be present and able to act. At all times during said period, the said C. D. shall have full and free access to the book accounts and papers of said copartnership.

V. The payment to the said C. D. of the sum of money in articles I. and II. mentioned, shall be in lieu and in full to him, of all his share or interest of and in the profits of the said copartnership, A. B. & Co.

VI. In the event of the death of said C. D. before the       day of       , A. D. 186    , the said sum of       dollars, with interest as aforesaid, or so much thereof as shall at the time of his death be unpaid, shall be paid, on or before the       day of       , A. D. 186    , as aforesaid, to the heirs, executors, administrators, or legal representatives of said C. D., and, when paid, shall be in lieu and in full to the said heirs, executors, administrators, and legal representatives, of all their and any of their right, title, and interest of, in, and to the said copartnership, and the said stock, good-will, firm name, assets, and property of every kind whatever thereunto belonging.

But, in the event of such death, the payment of the sum of       dollars per month, as in article II. provided, shall cease, and the heirs, executors, administrators, or legal representatives shall have no control, right, interest, or title of any kind, of, in, or to the said copartnership or its affairs, business, property, or interests, of whatever kind, except the right of access, at reasonable times, to the books, accounts, and papers of the copartnership, and of       , and examining the same; and the said A. B. shall give to the heirs, executors, administrators, or legal representatives of said C. D., good and sufficient security for the performance of the agreement and conditions in this article VI. contained, or else the same shall be of no effect or force.

VII. In the event of the death of said A. B. before the       day of       , A. D. 186    , leaving the said C. D. him surviving, then, and in that case, the said C. D. shall pay to the heirs, executors, administrators, or legal representatives of said A. B., within the period of       from the date of such death, the sum of       dollars, together with       per month, until paid, in sums of not less than       dollars. And upon payment by the said C. D. of said sum of money, as aforesaid, the same shall be in lieu and in full to the heirs, executors, administrators, or legal representatives, of all their or any of their right, title, and interest of, in, and to the said copartnership of A. B. & Co., &c., &c. And the heirs, executors, &c., of

the said A. B. shall have no right, &c. [*copy as in article VI., omitting any reference to the          dollars per month.*]

And the said C. D. shall give to the heirs, &c., good and sufficient security, &c. [*as in article VI.*].

In witness whereof, the parties hereto have signed and sealed this agreement, the day and year first above written.

A. B. [L. s.]

C. D. [L. s.]

Stamps.—See Form No. 8.

No. 56.

Agreement to Renew Partnership, to be Endorsed on Original Article.

Whereas, the partnership formed by and mentioned in the within article of agreement has this day expired [*or, will expire on the* day of          next] by the limitations contained herein; it is therefore hereby agreed, that the same shall be continued, on the same terms, and with all the provisions and restrictions in said agreement mentioned, for the further term of          years from this date [*or, from the*          day of

next].

Witness our hands and seals, this          day of          , 186          .

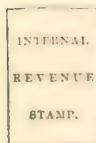
In presence of }  
G. H.          }  
A. B. [L. s.]  
C. D. [L. s.]

Stamps.—See Form No. 8.

No. 57.

Agreement of Dissolution, to be Endorsed on the Original Articles.

By mutual consent of the undersigned, the parties to the within agreement, the partnership thereby formed is wholly dissolved, except



so far as it may be necessary to continue the same for the final liquidation and settlement of the business thereof; and said agreement is to continue in force until such final liquidation and settlement be made, and no longer.

Witness our hands and seals, this                      day of                      ,

A. D. 186     .

A. B. [L. s.]

C. D. [L. s.]

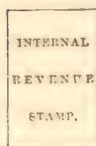
In presence of }  
G. H. }

Stamps.—See Form No. 8.

### No. 58.

#### Agreement respecting a Party Wall.

This agreement, made this                      day of                      , in the year one thousand eight hundred and sixty-four, between D. L., of the City, of San Francisco, of the first part, and P. S., of said city, of the second part, witnesses: Whereas, the said D. L. is the owner in fee of the lot and store known as No. 90 in Sacramento Street, in the said city, and the said P. S. the owner in fee of the lot known as No. 92 in said Sacramento Street, immediately adjoining to and on the westerly side of said lot and store No. 90, on which lot of the said P. S. he is about to erect a brick store. And whereas, it has been agreed, by and between the said parties, that the said P. S., in erecting his said store, shall make use of the gable-end wall of the said store of the said D. L., immediately contiguous to and adjoining the said lot of the said P. S., as a party-wall, upon the terms, conditions, and considerations hereinafter mentioned, the said gable-end wall of the said D. L., so to be used as a party-wall, standing and being entirely on the said lot of the said D. L. Now, therefore, this agreement witnesses, that the said D. L., for and in consideration of the sum of                      dollars, gold coin of the United States, to him in hand paid by the said P. S., at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, does for himself, his heirs, executors, administrators,





and assigns, covenant, promise, and agree to and with the said P. S., his heirs, executors, administrators, and assigns, forever, that he, the said P. S., his heirs and assigns, shall and may, in erecting and building the said store upon the said lot of the said P. S., freely and lawfully, but in a workmanlike manner, and without any interruption, molestation, or hindrance of or from the said D. L., his heirs or assigns, make use of the said gable-end wall of the said store of the said D. L., immediately adjoining or contiguous to the said lot of the said P. S., or such parts and so much thereof as he, the said P. S., his heirs or assigns, may choose as a party-wall. And further, that should the said wall, hereby made a party-wall, be at any future time or times injured or destroyed, either by decay, lapse of time, fire, accident, or other cause whatever, so as to require to be either repaired or rebuilt, in whole or in part, then, and in every such case, the said D. L. and the said P. S., by these presents, for themselves respectively, and their respective heirs and assigns, forever, mutually covenant and agree, to and with each other and their respective heirs and assigns forever, that such reparation or rebuilding, as the case may be, shall be at the mutual, joint, and equal expense of them, the said D. L. and P. S., their respective heirs and assigns forever; as to so much and such parts of the said wall as shall be used by the said P. S., his heirs and assigns, in erecting and building the said store which he is now about erecting on his said lot, and as to all coping of the said gable end, whether such coping be used by the said P. S., his heirs and assigns, in erecting and building the said store, or not, and as to the residue of the said wall not used by the said P. S., his heirs or assigns, in erecting and building the said store, such reparation or rebuilding of such residue of the said wall shall be at the sole and separate expense of the said D. L., his heirs or assigns forever; and that in every case of such reparation or rebuilding, should the same be necessary and proper, and either party, his heirs or assigns, request the other to unite in the same, and to contribute to the expense thereof, according to the true intent and meaning of this agreement, then the other party, his heirs or assigns forever, may cause such reparation or rebuilding to be made and done, and charge the other party, his heirs and assigns forever, with the proportion of the expenses, costs, and charges thereof, according to the true intent and meaning of this

agreement; and that in every case of such reparation or rebuilding, as the case may be, such repairs shall restore the said wall to the state and condition in which it now is in all respects, as nearly as may be; and that in every case of rebuilding, such wall shall be rebuilt upon the same spot on which it now stands, and be of the same size and the same materials, as far as they may go, and as to the deficiency with others of the same quality and goodness, and in all respects shall be made of the same quality and goodness as the present wall. It is further, in like manner, mutually understood and agreed, by and between the said parties, that this agreement shall be perpetual, and run with the land, and be obligatory upon the heirs and assigns of the said parties, respectively, forever, and in all cases and on all occasions shall be construed as a covenant running with the land; but that this agreement shall not have the effect or operation of conveying to the said P. S., his heirs or assigns, the fee-simple of the one moiety or any other part of the ground or land on which the said wall now stands, but only the right to the use and benefit of the said wall as a party-wall, forever.

In witness, &c.

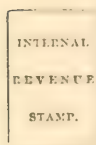
Stamps.—See Form No. 8.

[Acknowledgment and record as in Form No. 71.]

### No. 59.

#### Agreement for the Sale and Delivery of Personal Property.

This agreement, made this *first* day of *July*, one thousand eight hundred and *sixty-four*, between John Doe, of the City and County of Sacramento, and State of California, of the first part, and Richard Roe, of the City and County of San Francisco, and State aforesaid, of the second part, witnesses: That the said John Doe, in consideration of the covenants on the part of the said Richard Roe, does covenant to and with the said Richard Roe, that he will deliver to the said Richard Roe, at *his storehouse* in said City of San Francisco, *one thousand* bushels of wheat, of good merchantable quality, on or before the *first* day of *September* next.



And the said Richard Roe, in consideration of the covenants on the part of the said John Doe, does covenant and agree, to and with the said John Doe, that he will pay, in gold coin of the United States, to the said John Doe at the rate of *one dollar* for each bushel of wheat so delivered, immediately on the completion of the delivery thereof.

In witness whereof, the said parties have hereunto set their hands and seals, the day and year first above written.

Signed, sealed, and delivered, }  
in the presence of  
A. B.  
C. D. }

JOHN DOE. [L. s.]  
RICHARD ROE. [L. s.]

The foregoing form can be used for any description of personal property.

Stamps.—See Form No. 8.

# No. 60.

## Agreement for Barter.

This agreement, &c., witnesses: That the said John Doe, in consideration of the agreement of the said Richard Roe, hereinafter contained, agrees to deliver to the said Richard Roe, on or before the *first day of October* next, *one thousand bushels of potatoes*, at the *dwelling-house* of the said Richard Roe.



And the said Richard Roe, in consideration thereof, agrees to deliver to the said John Doe, at *his dwelling-house*, on or before the *first day of October* next, *two hundred and fifty bushels of good, clean, merchantable wheat*.

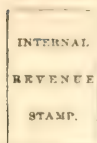
In witness whereof, &c.

Stamps.—See Form No. 8.

## No. 61.

## Agreement for the Sale of Animals.

This agreement, &c., witnesses: That, in consideration of the agreement of the said Richard Roe, hereinafter contained, the said John Doe agrees to sell and deliver, on the *first* day of *June* next, to the said Richard Roe, at his *store* in Sonora, one yoke of *four-year old oxen*.



And the said Richard Roe, in consideration thereof, agrees to pay to the said John Doe *sixty* dollars, gold coin of the United States, immediately upon the delivery thereof.

In witness whereof, &c.

Stamps.—See Form No. 8.

## No. 62.

## Agreement to Sell the Copyright in a Book.

This agreement, made the       day of, &c., between A. B., of, &c., and C. D., of, &c., bookseller and publisher, witnesses: That the said A. B. agrees to sell, and does sell, to the said C. D., all his copyright, title, interest, and property, in and to a certain book, written and compiled by the said A. B., entitled [*title of the book at length*], and entered, and copyright secured by the said A. B., in the Clerk's Office of the District Court of the United States in and for the Northern District of the State of California, on the       day of       , in the year 1864; and the said A. B. also agrees to prepare and furnish a fair copy of the said work to the printer to be employed by the said C. D., and to superintend the printing, and correct the proof thereof; provide, however, that it shall be printed in the       of       , aforesaid.

In consideration whereof, the said C. D. agrees to pay unto the said A. B. the sum of       dollars, gold coin of the United States, on the       day of       next.



It is understood between the aforesaid parties, that the first edition of the work to be printed as aforesaid, shall not exceed \_\_\_\_\_ copies; and that if the said C. D. shall, at any future time, determine to publish another edition of the said work, he shall pay to the said A. B., in addition to the sum agreed to be paid, as aforesaid, the sum of \_\_\_\_\_ dollars, gold coin of the United States, for each and every subsequent edition, not exceeding \_\_\_\_\_ copies of the same, to be due and payable immediately upon the issue thereof.

In witness, &c.

Stamps.—See Form No. 3.

No. 63.

Agreement to Sell and Deliver Cord-Wood, or Stone.

This agreement, made the \_\_\_\_\_ day of \_\_\_\_\_, A. D. one thousand eight hundred and sixty-\_\_\_\_\_, between A. B., of \_\_\_\_\_, and C. D., of \_\_\_\_\_, witnesses:



That the said A. B., for the consideration hereinafter mentioned, agrees to sell to the said C. D. five hundred cords of seasoned oak cord-wood, and to deliver, and securely pile the same, on the west bank of the Sacramento River, immediately, in the Town of Colusa [*or*, two hundred tons of good quarry stone, suitable for building, and to deliver the same on Pacific wharf, in the City of San Francisco], on or before the \_\_\_\_\_ day of \_\_\_\_\_ next.

In consideration whereof, the said C. D. agrees to pay, in gold coin of the United States, to the said A. B., the sum of \_\_\_\_\_ for each and every cord of wood [*or*, tons of stone], as aforesaid, upon the final and complete delivery thereof.

In witness whereof, the said parties have hereunto set their hands and seals, the day and year first above written.

A. B. [L. s.]

C. D. [L. s.]

Stamps.—See Form No. 8.

## No. 64.

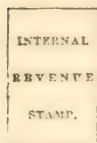
## Agreement for the Sale and Purchase of Fruit-Trees.

This agreement, &c., witnesses: That the said John Doe agrees to sell and deliver to the said Richard Roe, at his dwelling-house in Oakland aforesaid, *five hundred apple-trees, two hundred and fifty peach-trees, two hundred plum-trees, one hundred pear-trees, and fifty nectarine-trees*, all in good order for transplanting, in the month of *May* next, for the following prices payable in gold coin of the United States, namely: for each hundred apple-trees, *twenty* dollars; for each hundred peach-trees, *fifteen* dollars; for each hundred plum-trees, *thirty* dollars; for each hundred pear-trees, *twenty-five* dollars; and for each fifty nectarine-trees, *ten* dollars.

And the said Richard Roe, in consideration thereof, agrees to purchase the trees aforesaid, in the quantity aforesaid, and at the prices aforesaid; and to pay to the said John Doe the price therefor, in gold coin of the United States, upon the delivery of the said trees.

In witness whereof, &c.

Stamps.—See Form No. 8.



## No. 65.

## Agreement to Sell Goods in Store.

This agreement, &c., witnesses: That, in consideration of the covenants on the part of the said Richard Roe, hereinafter contained, the said John Doe does covenant with the said Richard Roe, that he will take of the said Richard Roe all his stock of goods, wares, and merchandise, now being in his store in *San Mateo*, together with all the fixtures thereto belonging; an account of such stock of goods, wares, and merchandise, to be taken by the parties hereto in the presence of each other: and the said John Doe agrees to pay for them, in gold coin of the United States, at the invoice price; but if any of said goods be damaged,



such damaged goods, together with the fixtures aforesaid, to be valued by two disinterested persons, one of whom is to be selected by each of the parties hereto, and to pay for the same, in gold coin of the United States, the value or price that the said appraisers may agree to set upon them as a fair valuation of the same; and that in *five days* after the value of said goods, wares, merchandise, and fixtures, can be ascertained as aforesaid, said value is to be paid by the said John Doe to the said Richard Roe.

And the said Richard Roe, in consideration thereof, agrees to sell to the said John Doe the said goods, wares, and merchandise, at the invoice price, and the fixtures and such goods as may be damaged at such price as the appraisers appointed as aforesaid may fix and determine; and make, execute, and deliver, to the said John Doe, a good and sufficient bill of sale and conveyance thereof.

In witness whereof, &c.

Stamps.—See Form No. 8.

No. 66.

Agreement for the Sale of a Horse.

This agreement, &c., witnesses: That the said John Doe hereby agrees to sell to the said Richard Roe his *dark-bay* horse, *with a white star in the forehead, and black mane and tail*, and to warrant the said horse to be well broken, to be kind and gentle, both under the saddle and in single and double harness, to be sound in every respect and free from vice—for the sum of *one hundred* dollars, gold coin of the United States, to be paid by the said Richard Roe on the *tenth* day of *May* next.



In consideration whereof, the said Richard Roe agrees to purchase the said horse, and to pay therefor to the said John Doe the sum of *one hundred* dollars, in gold coin of the United States, on the *tenth* day of *May* next.

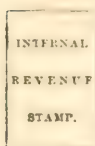
In witness whereof, &c.

Stamps.—See Form No. 8.

## No. 67.

## Agreement to Sell Stock in Grocery Store.

This agreement, made the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 1864,  
between A. B., of, &c., and C. D., of, &c., witnesses: That the said



A. B., for the consideration hereinafter specified, agrees to sell to the said C. D., and the said C. D. agrees to buy of the said A. B., all the stock of goods and groceries, wares and merchandise, belonging to the said A. B., and now being in the grocery-store occupied by him at the northeast corner of Stockton and Washington Streets, in the City of San Francisco, together with the furniture and fixtures thereunto appertaining; and also all the oats, hams, cheese, potatoes, and produce, of every name and nature, bought or contracted for by the said A. B., and intended for sale in the said grocery-store. The stock of goods and groceries, wares and merchandise, is to be inventoried to the said C. D. at the original cost, without including transportation expenses; and deduction is to be made for any depreciation in value on account of damage, wear, or tear; the furniture and fixtures are to be inventoried at their fair cash value, and if the above parties cannot agree as to such valuation, and as to such deduction as aforesaid, the same shall be determined according to the appraisal of E. F., G. H., and I. J., of \_\_\_\_\_, aforesaid, or a majority of them: the oats, hams, cheese, potatoes, and produce, are to be inventoried at their original cost. Said inventory is to be completed within ten days from the date hereof, and the property above specified delivered over to the said C. D. immediately thereupon.

In consideration of the premises, the said C. D. agrees to execute and deliver to the said A. B., as and for the purchase-money of the above-mentioned property, and in full payment therefor, his promissory note, or notes, in such several sums as the said A. B. shall direct, payable in gold coin of the United States, six months after date, at the Bank of California, with interest.

And the said A. B. further covenants and agrees, to and with the said C. D., that he will not, at any time hereafter, engage, directly or indirectly, or concern himself, in carrying on or conducting the grocery



business within one block of the premises now occupied by him as aforesaid for such purpose.

And it is expressly understood that the stipulations aforesaid are to apply to, and to bind, the heirs, executors, and administrators of the respective parties; and in case of failure, the parties bind themselves, each unto the other, in the sum of                      dollars, gold coin of the United States, as fixed and settled damages, to be paid by the failing party.

In witness, &c.,

Stamps.—See Form No. 8.

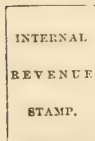
---

No. 68.

BLANK PUBLISHED.

Agreement to Deliver Stock.

For and in consideration of the sum of one dollar, interchangeably paid, we the undersigned mutually covenant and agree, each to and with the other, in the manner following:



Whereas, *John Doe* has this day purchased of *Richard Roe* seventy-five shares of the capital stock of the *John Hancock Gold and Silver Mining* Company, for the sum of *five thousand* dollars, *gold coin of the United States of America*, deliverable at the *buyer's* option, within *thirty* days from the date hereof: And whereas, *John Doe*, the purchaser of said stock, has this day paid to said *Richard Roe* the sum of *five hundred* dollars on account of said purchase;

Now, therefore, these presents witness that the said *John Doe* covenants and agrees to complete the purchase of said *seventy-five* shares of said stock, by the payment of the sum of *four thousand and five hundred* dollars, balance of purchase-money for said stock, in gold coin of the United States of America, within the time above specified. And the said *Richard Roe* covenants and agrees to deliver to said *John Doe*, or *his* order (hereon endorsed), said stock, in accordance with the terms of this agreement,

and upon the payment of the said sum of *four thousand and five hundred* dollars, gold coin of the United States of America, in the manner and within the time above specified.

*It being mutually understood that the payment of all assessments upon said stocks is to be governed by the rules of the San Francisco Stock and Exchange Board.*

In witness whereof, we have hereunto (*in duplicate*) interchangeably set our hands and seals, this *25th* day of *August*, A. D. 186*4*.

*John Doe.* [L. S.]

*Richard Roe.* [L. S.]

**Blanks.**—Two blank agreements, one an original and the other a duplicate, are printed on one page.

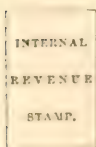
**Stamps.**—See Form No. 8; but a broker's note or memorandum of sale of any goods or merchandise, stocks, bonds, exchange, notes of land, real estate, or property of any kind, or description, issued by brokers or persons acting as such, for each note or memorandum of sale, 10 cents.—*Schedule B. of U. S. Internal Revenue Act of June 30, 1864.*

## No. 69.

### Agreement to Sell Shares of Stock in an Incorporated Company.

This agreement, made the                      day of, &c., between A. B., of, &c., and C. D., of, &c, witnesses: That the said A. B. agrees to sell and convey to the said C. D., on or before the                      day of                      next, one hundred shares of the capital stock of the                      company, now owned and held by the said A. B., and standing in his name on the books of the said company, and to make and execute unto the said C. D. all assignments, transfers, and conveyances, necessary to assure the same to him, his heirs and assigns.

In consideration whereof, the said C. D. agrees to pay, in gold coin of the United States, unto the said A. B., for each and every share of such stock, the average cash market price of the same, for and during



twenty days preceding the                      day of                      , aforesaid, to be determined by the sales made at the San Francisco Stock and Exchange Board.

In witness, &c.

Stamps.—See Form No. 8.

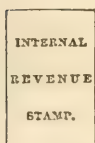
No. 70.

Agreement for Sale of Wheat.

MEMORANDUM.—It is agreed, by and between E. F., of, &c.: That he, the said G. H., in consideration of three hundred bushels of wheat, sold to him this day by the said E. F., and by him agreed to be delivered to the said G. H., free of all charges and expenses whatsoever, at, on, or before, &c., next, shall and will pay, or cause to be paid, in gold coin of the United States, to the said E. F., or his assigns, within three months after such delivery, the sum of, &c. And the said E. F., in consideration of the agreement aforesaid of the said G. H., does promise and agree, on or before, &c., aforesaid, at his proper expenses to send in and deliver to the said G. H., or his assigns, the said three hundred bushels of wheat, so sold him as aforesaid, and that he, the said E. F., shall and will warrant the same to be good, clean, and merchantable grain.

In witness, &c.

Stamps.—See Form No. 8.

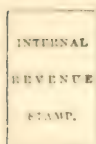


## No. 71.

BLANK PUBLISHED.

## Agreement for Sale of Real Estate.

This agreement, made and entered into the *twentieth* day of *May*, A. D. one thousand eight hundred and sixty-four, between *George A. Pendleton, of San Diego, County of San Diego, and State of California, the party of the first part, and W. B. Hoffman, of said San Diego, the party of the second part,* witnesses: That the said *party of the first part*, in consideration of the covenants and agreements on the part of the said *party of the second part* hereinafter contained, agrees to sell unto the said *party of the second part*, all that certain lot, piece, or parcel of land, situate, lying, and being in the *City of San Diego*, County of *San Diego*, and State of California, and bounded and particularly described as follows, to wit:



## [Description.]

for the sum of *eight thousand and five hundred* dollars, *gold coin of the United States of America*. And the said *party of the second part*, in consideration of the premises, agrees to pay, *in gold coin of the United States*, to the said *party of the first part*, the said sum of *eight thousand and five hundred* dollars, as follows, to wit:—*five hundred dollars on the execution of these presents, five thousand dollars on the thirty-first day of December, A. D. 1864, and the remaining three thousand dollars on the thirty-first day of December, A. D. 1865, with interest, at the rate of two per cent. per month, from this date, on each payment, to the time of making the same*. And the said *party of the second part* agrees to pay all State, *City*, and County Taxes, or Assessments, of whatsoever nature, which are or may become due on the premises above described.

In the event of a failure to comply with the terms hereof, by the said *party of the second part*, the said *party of the first part* shall be released from all obligation in law or equity to convey said property, and said *party of the second part* shall forfeit all right thereto. And



the said party of the first part, on receiving such payment, at the time and in the manner above mentioned, agrees to execute and deliver to the said party of the second part, or to his assigns, a good and sufficient deed *for the conveying and assuring to the said party of the second part the fee-simple of the said premises, free from all encumbrance.* And it is understood that the stipulations aforesaid are to apply to and bind the heirs, executors, administrators, and assigns of the respective parties, *and that the said party of the second part is to have immediate possession of the said premises.*

In witness whereof, the parties to these presents have hereunto set their hands and seals, the day and year first above written.

*George A. Pendleton.* [L. s.]

*D. B. Hoffman.* [L. s.]

Signed, sealed, and delivered, in the presence of

*Julia C. F. Sun.*

*James M'Call.*

**Acknowledgment.**—Every conveyance in writing, whereby any real estate is affected, must be acknowledged or proved, and certified in the manner provided in the Act of April 16, 1850, concerning conveyances.—*Gen. Laws, 645.*

The term "conveyance," as used in said act, shall be construed to embrace every instrument in writing by which any real estate or interest in real estate is created, aliened, mortgaged, or assigned, except wills, leases for a term not exceeding one year, executory contracts for the sale or purchase of lands, and powers of attorney.—*Gen. Laws, 678.*

For Forms of Acknowledgment, see **CERTIFICATE.**

**Recording.**—Every conveyance of real estate, and every instrument of writing, setting forth an agreement to convey any real estate, or whereby any real estate may be affected, proved, acknowledged, and certified in the manner prescribed in said act, to operate as notice to third persons, shall be recorded in the office of the recorder of the county in which such real estate is situated, but shall be valid and binding, between the parties thereto, without such record.—*Gen. Laws, 666.*

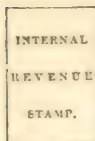
Every such conveyance or instrument acknowledged and recorded shall, from the time of filing the same with the recorder for record, impart notice to all persons of the contents thereof; and subsequent purchasers, mortgagees, and lien holders, shall be deemed to purchase and take with notice.—*Gen. Laws, 667.*

**Stamps.**—See Form No. 8.

## No. 72.

## Agreement to Sell Real Estate.—Another Form.

This agreement, made and entered into the       day of, &c., between A. B., of, &c., of the first part, and C. D., of, &c., of the second part, witnesses: That the said party of the first part, in consideration of the covenants and agreements hereinafter contained, agrees to sell unto the said party of the second part, all that certain lot, piece, or parcel of land, situate, lying, and being in the City and County of Sacramento, State of California, and bounded and described as follows, to wit:



[*Description.*]

for the sum of       dollars, gold coin of the United States. And the said party of the second part, in consideration of the premises, agrees to pay to the said A. B. the sum of       dollars, gold coin of the United States, in manner following, viz.:

      dollars, on the execution of these presents;

dollars, on the       day of       next; and the remaining sum of       dollars, on the       day of       , A. D. 1864, with the lawful interest, from this date, on each payment, at the time of making the same.

And the said party of the first part also agrees, that on receiving the said sum of       dollars, gold coin of the United States, at the time and in the manner above mentioned, he will execute and deliver to the said party of the second part, at his own proper cost and expense, a good and sufficient deed, for the conveying and assuring to him, the said party of the second part, the fee-simple of the said premises, free from all encumbrance; which deed shall contain a general warranty, and the usual full covenants.\* And it is understood that the stipulations aforesaid are to apply to, and to bind, the heirs, executors, administrators, and assigns, of the respective parties; and that the party of the second part is to have immediate possession of the premises.

In witness, &c.

Acknowledgment.—See Form No. 71.

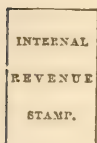
Recording.—See Form No. 71.

Stamps.—See Form No. 8.

No. 73.

The Same, executed by an Attorney.

This agreement, made, &c., between A. B., of, &c., of the first part, by E. F., his Attorney in fact, and C. D., of, &c., of the second part, witnesses: That the said party of the first part, &c. [*as in Form No. 72 to the words, In witness, &c., and then add:*]



In witness whereof, the said parties have hereunto set their hands and seals, the day and year first above written.

A. B. [L. s.]

In presence of }  
G. H. }

By E. F., his Attorney in fact.

C. D. [L. s.]

Acknowledgment.—See Form No. 71.

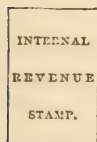
Recording.—See Form No. 71.

Stamps.—See Form No. 8.

No. 74.

The Same, with Covenants as to Possession, Taxes, and Forfeiture.

This agreement, made, &c., [*as in Form No. 72 to the \*, and then add:*] and it is further agreed between the parties to these presents, that the party of the first part is to have and retain possession of the premises until the            day of            next, when the same shall be delivered up to the party of the second part, upon his compliance with the agreements herein above contained; that the said party of the second part shall pay all taxes and assessments becoming chargeable to, and upon the said premises, after the delivery of the possession thereof to him as aforesaid; and that, if default be made in fulfilling this agreement, or any part thereof, on the part and behalf of the said party of the second part, then, and in such case, the said party of the first part



shall be at liberty to consider this contract as forfeited and annulled; and if the said party of the second part shall be in the possession of the said premises, at the time of making such default, the party of the first part shall have full and ample right to proceed against the said party of the second part, and remove him therefrom, in the manner now provided by law for the removal of persons forcibly entering into the possession of, and detaining, any lands or other possessions.

It is also agreed between the said parties, that the above stipulations shall apply to, and bind, their respective heirs, executors, administrators, and assigns.

In witness, &c.

**Acknowledgment.**—See Form No. 71.

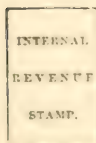
**Recording.**—See Form No. 71.

**Stamps.**—See Form No. 8.

### No. 75.

#### Agreement for the Sale of Real Estate.—Another Form.

Articles of agreement made and entered into this            day of            , one thousand eight hundred and sixty-four, between A. B., of            , of the one part, and C. D., of            , of the other part, as follows: The said A. B. does hereby agree with the said C. D. to sell to him the lot of ground [Description.] for the sum of            dollars, gold coin of the United States; and that he, the said A. B., shall and will, on the            day of            next, on receiving from the said C. D. the said sum, at his own cost and expense, execute a proper conveyance for the conveying and assuring the fee-simple of the said premises to the said C. D., free from all encumbrances, which conveyance shall contain a general warranty and the usual full covenants. And the said C. D. agrees with the said A. B. that he, the said C. D., shall and will, on the said            day of            next, and on execution of such conveyance, pay unto the said A. B. the said sum of            dollars, gold coin of the United States. And it is further





agreed, between the said parties, as follows: The said A. B. shall have and retain the possession of the property, and receive and be entitled to the rents and profits thereof, until the said       day of next; when, and upon the delivery of the conveyance, the possession is to be delivered to the said C. D. And it is understood that the stipulations aforesaid are to apply to and to bind the heirs, executors, and administrators of the respective parties. And in case of failure, the parties bind themselves, each unto the other, in the sum of dollars, gold coin of the United States, which they hereby consent to fix and liquidate the amount of damages to be paid by the failing party for his non-performance.

In witness, &c.

**Acknowledgment.**—See Form No. 71.

**Recording.**—See Form No. 71.

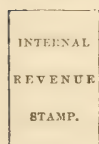
**Stamps.**—See Form No. 8.

---

No. 76.

**Agreement for the Sale of Real Estate.—Another Form.**

Articles of agreement, made and concluded this first day of January, A. D. 1864, at the City of Sacramento, State of California, by and between A. B., of said City of Sacramento, and C. D., of the City of San Francisco, State of California.



*First,* The said A. B., in consideration of the sum of dollars, gold coin of the United States, to him paid by the said C. D. (the receipt whereof is hereby acknowledged), and in further consideration of the promise of the said C. D. hereinafter contained, does hereby promise and agree, to and with the said C. D., that he will, on or before the first day of July next, make and deliver to the said C. D. a good and sufficient deed, with the usual covenants of warranty, of all that tract of land situate, lying, and being in the said City of Sacramento, bounded and described as follows: [*Description.*]

*Second.* In consideration whereof, the said C. D. does hereby

promise and agree, to and with the said A. B., that he will, on such deed being tendered to him by the said A. B., on or before the said first day of July next, pay to the said A. B. the further sum of dollars, gold coin of the United States, in addition to the payment already made, being the balance of the purchase-money hereby agreed upon for the said tract of land.

And to the true and faithful performance of all the agreements herein contained, on the part of the said A. B. and C. D., each of them binds himself, his heirs, executors, and administrators, to the other and his heirs, executors, and administrators.

In witness whereof, &c.

**Acknowledgment.**—See Form No. 71.

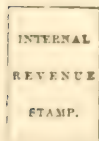
**Recording.**—See Form No. 71.

**Stamps.**—See Form No. 8.

### No. 77.

#### Agreement for the Sale of Real Estate.—Another Form.

Articles of agreement, made the *fifth* day of *March*, one thousand eight hundred and *sixty-four*, between John Doe, of *Buena Vista*, in the County of *Amador*, and State of *California*, of the first part, and Richard Roe, of *Fiddl town*, in said county, of the second part, witnesses: That the said party of the first part, for and in consideration of the sum of *fifty* dollars, gold coin of the United States, to him in hand paid, has contracted and agreed to sell to the said party of the second part, all that certain piece or parcel of land, situate in *Ione City*, in said county, and bounded and described as follows, to wit:



[*Description of the Land.*]

And the said party of the first part agrees to execute and deliver to the said party of the second part a warranty deed, for the said land: provided, and upon condition nevertheless, that the said party of the second part, his heirs or assigns, pay to the said party of the first part, his heirs or assigns, for the same land, the sum of *five hun-*

*cred* dollars, gold coin of the United States of America, payable as follows: the sum of *two hundred and fifty dollars on the first day of June next, and the further and remaining sum of two hundred and fifty dollars on the first day of August*, in the year of our Lord one thousand eight hundred and *sixty-six*, together with lawful interest on the same, from the date hereof: And the said party of the second part, for himself, his heirs, executors, and administrators, does covenant and agree, to and with the said party of the first part, his heirs and assigns, that the said party of the second part will pay the said several sums as they severally become due, with the interest thereon, without deduction of any taxes or assessments whatever. And it is further agreed between the parties to these presents, that if default be made in fulfilling this agreement, or any part thereof, on the part of the said party of the second part, then, and in such case, the said party of the first part, his heirs and assigns, shall be at liberty to consider this contract as forfeited and annulled, and to dispose of the said land to any other person, in the same manner as if this contract had never been made.

In witness whereof, &c.

**Acknowledgment.**—See Form No. 71.

**Recording.**—See Form No. 71.

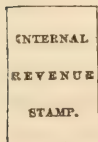
**Stamps.**—See Form No. 8.

---

No. 78.

**Agreement for the Purchase of a House and Lot.**

Memorandum of an agreement, made this 23d day of September, in the year of our Lord one thousand eight hundred and sixty-four, between A. B., of the City of San Francisco, State of California, and C. D., of the same city, witnesses: That the said A. B. agrees to sell, and the said C. D. agrees to purchase, for the price or consideration of        dollars, gold coin of the United States, the house and lot known and distinguished as Number ninety-nine, in        Street, in the said city. The possession of the property is to be delivered on the first day of May next, when twenty-five per cent. of the purchase-money is to be



paid in cash, and a bond and mortgage on the premises, bearing twelve per cent. interest, payable in five years (such interest payable quarterly), is to be executed for the balance of the purchase-money, at which time also a deed of conveyance in fee-simple, containing the usual full covenants and warranty, is to be delivered, executed by the said A. B. and his wife, and the title made satisfactory to the said C. D.; it being understood that this agreement shall be binding upon the heirs, executors, administrators, and assigns of the respective parties; and also that the said premises are now insured for        dollars, and, in case the said house should be burnt before the said first day of May next, that the said A. B. shall hold the said insurance in trust for, and will then transfer the same to, the said C. D., with the said deed.

In witness, &c.

**Acknowledgment.**—See Form No. 71.

**Recording**—See Form No. 71.

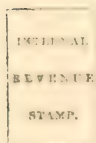
**Stamps.**—See Form No. 8.

## No. 79.

### Canceling Agreement.

This agreement, made this        day of        , A. D. 186    , between A. of the first part, and B. and C. of the second part, witnesses: Whereas, on the        day of        , A. D. 186    , both the said parties mutually agreed in writing, among other things, to this, namely: the party of the first part to devote his whole time and attention for        years from said        day of        , A. D. 186    , to the care and management of certain real estate (in said agreement in writing more particularly described), and the buildings thereon, and the business there done and transacted, and the parties of the second part to employ the party of the first part, as aforesaid, and for the said term of        years.

And whereas it is deemed desirable by all the parties hereto, that the said care, management, and employment of the party of the first





part by the parties of the second part, should end and determine from this date.

Now, therefore, both parties hereto assent to the said ending and determination of the said care, management, and employment.

And the party of the first part does hereby discharge, release, and acquit the parties of the second part, of and from all obligation and liability, to him, the party of the first part, by reason of the said employment, or of any salary due, or to become due, by reason thereof.

And the parties of the second part hereby release, acquit, and discharge the party of the first part, of and from any obligation or liability, by reason of his agreement for the care and management of the said real estate, property, and business as aforesaid, or of the acts of any person hereafter employed by the parties of the second part, in the care and management thereof during the said unexpired term.

And they also agree that the party of the first part may have access to the books, papers, and accounts of the management of said real estate, property, and business, kept during the management thereof by the party of the first part.

In witness whereof, the said parties have hereunto set their hands and seals, the day and year first above written.

A. [L. S.]

B. [L. S.]

C. [L. S.]

Stamps.—See Form No. 8.

---

ANSWER.—See DISTRICT COURT.

APPEAL.—See DISTRICT COURT. JUSTICE'S COURT.

## Application.

No. 80.

Application for a Subpœna to compel a Subscribing Witness to attend before an Officer, to prove the Execution of a Conveyance.

To G. H., Esq., Notary Public [*or other officer authorized to take acknowledgments*] of            County :

I, A. B., do hereby make application to you to issue a subpœna, requiring E. F., who resides in the Town of           , in said county, to appear and testify before you, touching the execution of a certain conveyance of real estate, made and executed by I. J., to me, the said A. B. [*or, if the application is made by the heir, or personal representative of the grantee, state the facts*], and to which the said E. F. is a subscribing witness; the said E. F. having refused, upon my request, to appear and testify touching the execution of the said conveyance; and the same not having been proved or acknowledged, cannot be so proved or acknowledged without the evidence of the said E. F.  
Dated the first day of July, 1859.

A. B.

State of California, }  
                                 County, } ss.

A. B., the applicant above named, being duly sworn, says that the facts stated and set forth in the above application are true.

A. B.

Subscribed and sworn to before me, }  
                                 this first day of July, 1859. }  
                                 G. H., Notary Public.

## Appointment.

No. 81.

Appointment of Deputy by County Clerk.

Office of the County Clerk  
of the City and County of San Francisco. }

Know all men by these presents, that I, William Loewy, County Clerk of the City and County of San Francisco, do hereby appoint John Doe a deputy county clerk of the city and county aforesaid.



In witness whereof, I have hereunto set my hand and affixed the seal of the county court of said city and county, this       day of       , A. D. 186 .

[SEAL.]

WM. LOEWY, County Clerk.

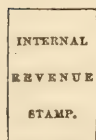
Stamps.—See Form No. 152.

[For oath of office, see Form No. 2. See also Gen. Laws, 543.]

No. 82.

Appointment by Wife of a New Trustee in place of one Deceased.

Whereas, by a certain indenture, made, &c., between A. B., of, &c., of the first part, and C. D., of, &c., of the second part, certain real estate therein described was conveyed to the said C. D., upon certain trusts therein mentioned and declared; and whereas the said C. D., the trustee therein named, is since deceased, and the said trusts remain unperformed and unexecuted; now, therefore, I, M. B., of, &c., the wife of the said A. B., in pursuance and performance of the power and authority therein given and reserved to me for that purpose, have nominated and appointed, and by these presents do nominate and appoint, L. N., of, &c., to be a new trustee in place of the said C. D., deceased, for



the trusts, and to and for the ends, intents, and purposes therein mentioned, expressed, or declared, of and concerning the same, and to and for no other use, intent, or purpose whatsoever.

In witness, &c.

Stamps.—See Form No. 152.

---

APPRENTICE AND SERVANT.—See AGREEMENT AND CONTRACT. CERTIFICATE AND CONSENT. COUNTY COURT. COUNTY OR DISTRICT COURT.

ARBITRATION.—See AGREEMENT AND CONTRACT. BOND. NOTICE. OATH. RELEASE.

ARREST.—See DISTRICT COURT. JUSTICE'S COURT.

ASSENT.—See CERTIFICATE AND CONSENT. PROBATE COURT.

ASSENT TO OATH.—See OATH.

---

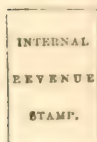
## Assignment.

No. 83.

BLANK PUBLISHED.

Assignment to be Annexed to Instrument.

Know all men by these presents: That *J. Mark Sheppard*, named in the annexed instrument, in consideration of the sum of *one hundred dollars, gold coin of the United States*, to me in hand paid by *George P. Leuchs*, of the *Town of Pacheco*, County of *Santa Costa*, and State of California, the receipt whereof is hereby acknowledged, have sold, transferred, assigned, and set over, and





by these presents do sell, transfer, assign, and set over, to the said *George D. Lauchs*, his heirs and assigns, the said instrument, and all *my* right, title, and interest in and to the same, authorizing *him*, in *my* name or otherwise, but at *his* own cost, charge, and expense, to enforce the same according to the tenor thereof, and to take all legal measures which may be proper or necessary, for the complete recovery and enjoyment of the assigned premises.

In witness whereof, *I* have hereunto set *my* hand and seal, this *nineteenth* day of *May*, in the year of our Lord one thousand eight hundred and sixty-four.

*Matk Shepald.* [L. S.]

Signed, sealed, and delivered, in the presence of }

*Wiam Mills.*

*William Givan.*

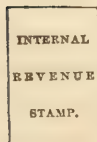
**Stamps.**—Upon each and every assignment or transfer of a mortgage, lease, or policy of insurance, or the renewal or continuance of any agreement, contract, or charter, by letter or otherwise, a stamp-duty shall be required and paid, equal to that imposed on the original instrument. *Schedule B. of U. S. Internal Revenue Act of June 30, 1864.*

See also Form No. 1.

## No. 84.

### Assignment Endorsed upon an Instrument.—Simple Form.

In consideration of the sum of            dollars, to me in hand paid, by Geo. L. Kenny, of, &c., the receipt whereof is hereby acknowledged, I do hereby transfer, assign, and set over to the said Geo. L. Kenny, his heirs and assigns forever, all my right, title, and interest, in, to, and under the within instrument.



Witness my hand and seal, this fifth day of May, 1861.

**ALBERT L. BANCROFT.** [L. S.]

In presence of C. M. DERBY.

**Stamps.**—See Form No. 83.

## No. 85.

## Assignment of Bond.

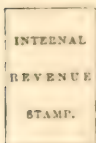
Know all men by these presents: That I, A. B., of, &c., of the first part, for and in consideration of the sum of one thousand dollars, gold coin of the United States of America, to me in hand paid by C. D., of, &c., of the second part, the receipt whereof is hereby acknowledged, have bargained, sold, and assigned, and by these presents do bargain, sell, and assign, unto the said party of the second part, his executors, administrators, and assigns, a certain written bond or obligation, and the condition thereof, bearing date the fifth day of May, one thousand eight hundred and sixty, executed by one E. F., to me, the said A. B., and all sum and sums of money due, or to grow due thereon; and I hereby covenant with the said party of the second part, that there is now due on the said bond or obligation, according to the condition thereof, for principal and interest, the sum of        dollars, gold coin of the United States of America.

In witness, &c.

## No. 86.

## Assignment of Bond.—Another Form.

Know all men by these presents: That I, A. B., of, &c., of the first part, for and in consideration of the sum of        dollars, gold coin of the United States of America, to me in hand paid by C. D., of, &c., of the second part, the receipt whereof is hereby acknowledged, have bargained, sold, and assigned, and by these presents do bargain, sell, and assign, unto the said party of the second part, his executors, administrators, and assigns, a certain written bond or obligation, and the condition thereof, bearing date the        day of       , one thousand eight hundred and sixty-four, executed by E. F. to the said A. B., and all sum and sums of money due, or to grow due thereon: And I do hereby covenant with the said party of the second part, that



there is now due on the said bond or obligation, according to the condition thereof, for principal and interest, the sum of        dollars, gold coin of the United States; and I hereby authorize the said party of the second part, in my name, to ask, demand, sue for, recover, and receive the money due, and that may grow due thereon, as aforesaid.

In witness, &c.

Stamps.—See Form No. 826.

---

No. 87.

Assignment of Bond and Mortgage.

Know all men by these presents: That I, A. B., of, &c., of the first part, in consideration of the sum of        dollars, gold coin of the United States, to me in hand paid by C. D., of, &c., of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, assigned, transferred, and set over, and by these presents do grant, bargain, sell, assign, transfer, and set over, unto the said party of the second part, a certain indenture of mortgage, bearing date the day of       , one thousand eight hundred and sixty       , made and executed by E. F., and M. his wife, of, &c., to the said party of the first part, together with the bond or obligation therein described, and the money due or to grow due thereon, with the interest: to have and to hold the same, unto the said party of the second part, his executors, administrators, and assigns, for their use and benefit; subject only to the proviso in the said indenture of mortgage mentioned: And I do hereby make, constitute, and appoint the said party of the second part my true and lawful attorney, irrevocable, in my name, or otherwise, but at his own proper costs and charges, to have, use, and take all lawful ways and means for the recovery of the said money and interest; and, in case of payment, to discharge the same, as fully as I might or could do if these presents were not made: And I do hereby covenant, to and with the said party of the second part, that there is now due and owing upon the said bond and mortgage, the

INTERNAL REVENUE STAMP.
-------------------------------

sum of                      dollars, gold coin of the United States of America, with interest from the                      day of                      , 186   ; and that I have good right to sell, transfer, and assign the same, as aforesaid.

In witness, &c.

**Acknowledgment.**—See Form No. 71.

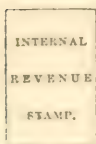
**Recording.**—See Form No. 71.

**Stamps.**—See Form No. 83.

### No. 88.

#### Assignment of Contract for the Sale of Real Estate.

Know all men by these presents: That I, A. B., of, &c., for and in consideration of the sum of                      dollars, gold coin of the United States, to me paid by C. D., of, &c., have sold, and by these presents do sell, transfer, assign, and set over unto the said C. D., a contract for the sale of certain real estate,



[Description.]

which said contract was made and executed by E. F., of, &c., to the said A. B., and bears date the                      day of                      , 1864; to have and to hold the same unto the said C. D., his heirs, executors, administrators, and assigns, for his and their use and benefit forever; subject, nevertheless, to the covenants, conditions, and payments therein mentioned: And I hereby fully authorize and empower the said C. D., upon his performance of the said covenants and conditions, to demand and receive of the said E. F. the deed covenanted to be given in the said contract, in the same manner, to all intents and purposes, as I myself might or could do, were these presents not executed.

In witness, &c.

**Acknowledgment.**—See Form No. 71.

**Recording.**—See Form No. 71.

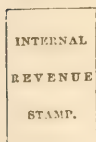
**Stamps**—See Form No. 83.



No. 89.

The Same, by Endorsement.

In consideration of the sum of                      dollars, to me in hand paid by C. D., of, &c., the receipt whereof I hereby acknowledge, I have bargained, sold, assigned, and set over, and by these presents do bargain, sell, assign, and set over, unto the said C. D., his heirs, and assigns, the within contract, and all my estate, right, title, interest, claim, property, and demand, of, in, and to the same, and the premises therein described; subject, nevertheless, &c. [*as in Form No. 88, to the end*].



**Acknowledgment.**—See Form No. 71.

**Recording.**—See Form No. 71.

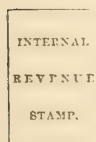
**Stamps.**—See Form No. 826.

No. 90.

BLANK PUBLISHED.

Assignment of Debt.

Know all men by these presents: That *J. W. W. Kellogg*, of the *Town of Quincy*, County of *Plumas*, and State of *California*, in consideration of the sum of *five hundred* dollars, *lawful moneys* of the United States of America, to me in hand paid by *L. C. Charles*, of the said *Town of Quincy*, County of *Plumas*, and State aforesaid, the receipt whereof is hereby acknowledged, have sold, transferred, assigned, and set over, and by these presents do sell, transfer, assign, and set over, unto the said *L. C. Charles*, his heirs, and assigns, a certain debt, due and owing to me from *John Smith*, of the said *Town of Quincy*, County of *Plumas*, and State aforesaid, amounting to the sum of *seven hundred and fifty* dollars, *gold coin of the United States*, for *goods sold and delivered*, and for *work, labor, and services rendered*, as specified in the schedule



*hereunto annexed, marked "Schedule A," and all sums of money that may be had or obtained on account of said debt, or on any proceedings to be had thereupon; and also, every collateral or other security for the payment thereof.*

And *I* do hereby constitute and appoint the said *L. C. Charles*, and *his* assigns, *my* true and lawful attorney and attorneys, irrevocable, with power of substitution and revocation, for *his and their* use, and at *his and their* own proper costs and charges, to ask, demand, and receive, and to take all lawful ways and means for the recovery of the money due or to become due on the said debt, and to compromise, compound, and adjust the same, and to acknowledge satisfaction, or discharge or release the same, with or without payment in whole or in part, hereby ratifying and confirming all that *my* said attorney or substitute shall lawfully do in the premises.

And *I* do hereby covenant that there is now due on the said debt the said sum of *seven hundred and fifty* dollars, *gold coin of the United States*, and that *I* will not collect or receive the same, or any part thereof, nor release or discharge the said debt or securities, but will own and allow all lawful proceedings therein, the said *L. C. Charles* saving *me* harmless of and from any costs in the premises.

In witness whereof, *I* have hereunto set *my* hand and seal, the *nineteenth* day of *May*, in the year of our Lord one thousand eight hundred and sixty-*four*.

*M<sup>c</sup>. M<sup>c</sup>. Kellogg.* [L. S.]

Signed, sealed, and delivered, in the presence of

*J. R. Bucklee.*

*L. H. Halstead.*

Stamps.—See Form No. 826.

## No. 91.

### Assignment of Debt or Wages.—Another Form.

Know all men by these presents: That I, A. B., of &c., for and in consideration of the sum of                      dollars, gold coin of the United

States, to me paid by C. D., of, &c., the receipt whereof is hereby acknowledged, have sold, and by these presents do sell, assign, transfer, and set over unto the said C. D., a certain debt due me from E. F., amounting to the sum of                      dollars, for goods sold and delivered [*or*, work, labor, and services], with full power to sue for, collect, and discharge, or sell and assign the same: And I hereby covenant, that the said sum of                      dollars is justly due as aforesaid.

In witness, &c.

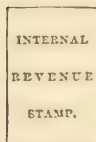
---

No. 92.

BLANK PUBLISHED.

Assignment by Insolvent.

This indenture, made this *5th* day of *June*, A. D. 186*4*, between *William Bath*, of the *City and County of San Francisco*, State of California, an insolvent debtor, the party of the first part, and *Henry L. Davis*, Sheriff of the said *City and County of San Francisco*, the party of the second part, witnesses: That, whereas the said party of the first part, on the *20th* day of *April*, A. D. 186*4*, presented to the Honorable *Samuel Cowles*, County Judge of the said *city and county* (being the Judge having original jurisdiction within the said *city and county*, of which the said party of the first part was then, and still is, a resident), his petition, briefly stating the circumstances which compelled him to surrender his property to his creditors, and concluding with a prayer to make a cession of his estate, and to be discharged from all his debts and liabilities, in pursuance of the provisions of the "Act for the Relief of Insolvent Debtors and Protection of Creditors," passed May 4th, 1852, and the acts amendatory thereof; annexing to said petition the schedules, and making the affidavit required by said act: And such proceedings having been thereupon had in due form of law, that on the *26th* day of *May*, A. D. 186*4* (the creditors, although duly summoned, not



having attended on the day appointed for their meeting, and refusing to appoint one or more assignees), the said Judge did, by order then duly made, authorize the said sheriff to receive the surrender of property offered by the debtor, and to perform in every respect the functions of assignee.

Now, therefore, in consideration of the premises, and of the benefit of said act, and in pursuance of, and in obedience to, the above recited order, and the said act and amendatory acts, the said party of the first part has assigned, transferred, and set over, and by these presents does assign, transfer, and set over, unto the said party of the second part, his successor, successors, or assigns, all, and all manner of goods, chattels, debts, moneys, and all other things, property, estate, and effects of the said party of the first part, real, personal, and mixed, of what kind, nature, or quality soever, and wheresoever the same may be situated, and whether in possession, reversion, remainder, or in action, at the said time of presenting his petition.

To have and to hold the same and every part and parcel thereof unto the said party of the second part, his successor, successors, and assigns, forever, to and for the uses and purposes in the said act declared.

In witness whereof, the said party of the first part has hereunto set his hand and seal, the day and year first above written.

*William Bate.* [L. s.]

**Stamps.—CONVEYANCE.**—Deed, instrument, or writing, whereby any lands, tenements, or realty sold shall be granted, assigned, transferred, or otherwise conveyed to, or vested in, the purchaser or purchasers, or any other person or persons, by his, her, or their direction, when the consideration of value does not exceed \$500, 50 cents; when the consideration exceeds \$500, and does not exceed \$1,000, \$1; and for every additional \$500, or fractional part thereof, in excess of \$1,000, 50 cents.

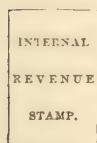


No. 93.

BLANK PUBLISHED.

Assignment of Judgment.

Know all men by these presents: That *P. H. Deukler, of Indian Town, County of Del Norte, and State of California*, the party of the first part, in consideration of the sum of *four hundred* dollars, *lawful money* of the United States of America, to *him* in hand paid by *R. E. Adams, of Crescent City, county and State aforesaid*, the party of the second part, the receipt of which is hereby acknowledged, has sold, assigned, transferred, and set over, and by these presents *does* sell, assign, transfer, and set over, unto the said party of the second part, and *his* assigns, a certain judgment recovered by the said party of the first part, on the *nineteenth* day of *May*, in the year of our Lord one thousand eight hundred and sixty-four, in the *District Court of the Twelfth Judicial District of the State of California, in and for the City and County of San Francisco*, against *John Smith*, for the sum of *four hundred* dollars, damages, and *fifty* dollars: costs, *payable in gold coin of the United States*, and all sums of money that may be had or obtained by means of said judgment, or on any proceedings to be had thereupon. And the said party of the first part *does* hereby constitute and appoint the said party of the second part, and *his* assigns, *his* true and lawful attorney irrevocable, with power of substitution and revocation, for the use, and at the proper costs and charges, of the said party of the second part, to ask, demand, and receive, and to sue out executions, and take all lawful ways and means for the recovery of the money due or to become due on the said judgment: and on payment, to acknowledge satisfaction or discharge the same. And attorneys one or more under *him*, for the purpose aforesaid, to make and substitute, and at pleasure to revoke: hereby ratifying and confirming all that *his* said attorney or substitute shall lawfully do in the premises. And the said party of the first part *does* covenant, that there is now due on the said judgment the sum of *four hundred and fifty* dollars,



*gold coin of the United States*, and that *he* will not collect or receive the same, or any part thereof, nor release or discharge the said judgment, but will own and allow all lawful proceedings therein, the said *party* of the second part saving the said *party* of the first part harmless of and from any costs in the premises.

In witness whereof, the said *party* of the first part has hereunto set *his* hand and seal, the *twenty-first* day of *May*, in the year of our Lord one thousand eight hundred and sixty-four.

*P. H. Fowler.* [L. s.]

Signed, sealed, and delivered, in the presence of

*Henry Ciman, Jr.* }  
*J. E. Madden.*

**Stamps.**—See Form No. 826.

#### No. 94.

#### Assignment of Judgment.—Another Form.

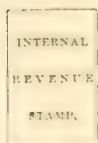
In the District Court of the Sixth Judicial District of the State of California, in and for the County of Sacramento :

A. B. } Judgment for \$1,500 on a promissory note, dated  
*against* } first May, 1863. Conditioned for the payment of  
E. F. } \$1,000 and interest—costs taxed at \$56. Judgment  
docketed August 2, 1864.

In consideration of                      dollars, gold coin of the United States, to me paid, I do hereby sell, assign, and transfer, to C. D., the judgment above mentioned, for his use and benefit; hereby authorizing him to collect and enforce payment thereof, in my name or otherwise, but at his own costs and charges: and covenanting that the sum of                      dollars, gold coin of the United States, with the interest from the                      day of                      , A. D. 1864, besides the costs, is due thereon.

In witness, &c.

**Stamps.**—See Form No. 826.



No. 95.

Assignment of Judgment.—Another Form.

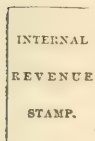
In consideration of the sum of thirty-four hundred and ninety  $\frac{5}{100}$  dollars, gold coin of the United States of America, to me in hand paid, at or before the ensealing and delivery of these presents, by William C. Belcher, of the City of Marysville, the receipt whereof is hereby acknowledged, I, Erwin Davis, of the City and County of San Francisco, do hereby sell, assign, transfer, and set over, to the said William C. Belcher and his assigns, all my right, title, and interest, in and to a certain judgment, recovered by me in the District Court of the Twelfth Judicial District of the State of California, in and for the City and County of San Francisco, against Alvin Adams, Daniel H. Haskell, and Isaiah C. Woods, composing the firm of Adams & Co., for the sum of thirty-four hundred and thirty-five dollars, besides fifty-five  $\frac{5}{100}$  dollars costs, making in all thirty-four hundred and ninety  $\frac{5}{100}$  dollars, payable, in gold coin of the United States, on the sixteenth day of June, A. D. 1864, and all sum and sums of money that may be had or obtained by means thereof, together with the said judgment. Hereby constituting and appointing the said William C. Belcher my true and lawful attorney irrevocable, with power of substitution and revocation, for his use and at his cost and charges, to take all lawful ways and means for the recovery of the money due or to become due on said judgment, and on payment to acknowledge satisfaction of, or discharge the same. Hereby ratifying and confirming all that my said attorney or his substitute shall lawfully do or cause to be done by virtue hereof.

In witness whereof, I have hereunto set my hand and seal, this 22d day of August, A. D. 1864.

ERWIN DAVIS. [L. S.]

Signed, sealed, and delivered, in the presence of }  
W. LEWIS. }

Stamps.—See Form No. 826.



## No. 96.

## Assignment of Judgment.—Another Form.

This indenture, made the fifth day of April, in the year of our Lord one thousand eight hundred and \_\_\_\_\_, between Henry H. Byrne, of the first part, and James F. Bowman, of the second part, witnesses: Whereas, the said party of the first part, on the first day of March, one thousand eight hundred and sixty-four, recovered judgment, in the District Court of the Fourth Judicial District of the State of California, in and for the City and County of San Francisco, against Philip Huchings, for the sum of five thousand dollars, payable in gold coin of the United States.

Now this indenture witnesses: That the said party of the first part, in consideration of the sum of three thousand dollars, gold coin of the United States, to him duly paid, has sold, and by these presents does assign, transfer, and set over, unto the said party of the second part, and his assigns, the said judgment, and all sum and sums of money that may be had or obtained by means thereof, or on any proceedings to be had thereupon. And the said party of the first part does covenant, that there is now due on the said judgment the sum of four thousand dollars, and that he will not collect or receive the same, or any part thereof, nor release or discharge the said judgment, but will own and allow all lawful proceedings therein, the said party of the second part saving the said party of the first part harmless of and from any costs in the premises.

In witness whereof, the said party of the first part has hereunto set his hand and seal, the day and year first above written.

HENRY H. BYRNE. [L. S.]

Signed, sealed, and delivered, in the presence of }  
D. P. BELKNAP. }

## No. 97.

## Assignment of Judgment.—Another Form.

For and in consideration of one dollar, to me in hand paid, and for professional services rendered me, by Francis Gross, Esq., I do



hereby assign, transfer, and set over unto him all my right, title, and interest in a certain judgment by me obtained against Joseph Lockwood, in the County Court of the City and County of San Francisco, and docketed this twenty-fifth day of May, A. D. 1864, for the sum of two hundred dollars damages, and ten dollars costs, payable in gold coin of the United States.

In witness whereof, I have hereunto set my hand and seal, the day and year above written.

H. REARDON. [L. S.]

---

No. 98.

Assignment of Judgment.—Another Form.

County Court, Monterey County :

A. B. } Judgment docketed first July, 1859, for \$195 dam-  
against } ages, and \$8.25 costs.

E. F. } For value received, I do hereby assign, transfer,  
and set over the above-mentioned judgment to C. D., for his use,  
and at his risk, costs, and charges, in all respects.

Dated the      day of      , 186 :

A. B. [L. S.]

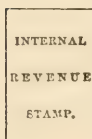
---

No. 99.

BLANK PUBLISHED.

Assignment of Lease.

Know all men by these presents: That *J. Benjamin F. Ruqales*, of the *Town of Red Bluff*, County of *Tehama*, and State of California, for and in consideration of the sum of *eight hundred* dollars, *lawful money* of the United States of America, to *me* in hand paid by *E. Selting*, of the *Town of Tehama*, County of *Tehama* and State aforesaid, have sold, granted, conveyed, assigned,



transferred, and set over, and by these presents do sell, grant, convey, assign, transfer, and set over, unto the said *J. Telling*, a certain indenture of lease, bearing date the *fifteenth* day of *August*, in the year of our Lord one thousand eight hundred and sixty-four, made by *Mainer Eastl*, of the said town, County of *Tehama*, and State aforesaid, to me, the said *Benjamin F. Buqgles*, of a certain *dwelling-house and lot*, situate, lying, and being in said town of *Red Bluff*, and bounded and particularly described as follows, to wit:

[*Description.*]

for the term of *five years*, reserving unto the said *Mainer Eastl* the *yearly* rent of *twelve hundred* dollars, payable *monthly in advance, in gold coin of the United States*, with all and singular the premises therein mentioned and described, and the buildings thereon, together with the appurtenances. To have and to hold the same, unto the said *J. Telling*, his executors, administrators, and assigns, from the *nineteenth* day of *August*, in the year of our Lord one thousand eight hundred and sixty-four, for and during all the rest, residue, and remainder yet to come of and in the said term of *five years*, mentioned in the said indenture of lease: And *I* do hereby covenant and agree, to and with the said *J. Telling*, that the said assigned premises now are free and clear of and from all former and other gifts, grants, bargains, sales, leases, judgments, executions, back-rents, taxes, assessments, and encumbrances, by *me* suffered, made, or created.

In witness whereof, *I* have hereunto set *my* hand and seal, this *nineteenth* day of *August*, in the year of our Lord one thousand eight hundred and sixty-four.

*Benjamin F. Buqgles.* [L. s.]

Signed, sealed, and delivered, in the presence of }

*Bainett Neel.*

*Samuel English.*

**Acknowledgment.**—See Form No. 71.

**Blanks.**—These are printed on sheets of flat cap, and contain ample blank spaces for description of the demised premises.

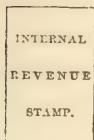
**Recording.**—See Form No. 71.

**Stamps.**—See Form No. 83.

No. 100.

Assignment of Lease by Endorsement.

In consideration of the sum of            dollars, gold coin of the United States, to me in hand paid, by C. D., of, &c., the receipt whereof I hereby acknowledge, I have bargained, sold, assigned, and set over, and by these presents do bargain, sell, assign, and set over, unto the said C. D., his heirs and assigns, the within written indenture of lease, and all my estate, right, title, interest, claim, property, and demand, of, in, and to, the lands, tenements, hereditaments, and premises, therein mentioned, which I now have, by means of the said indenture or otherwise; subject, nevertheless, to the rents and covenants in the said indenture contained.



In witness, &c.

[L. S.]

**Acknowledgment.**—See Form No. 71.

**Recording.**—See Form No. 71.

**Stamps.**—See Form No. 83.

---

No. 101.

Assignment of Lease by way of Mortgage.

This indenture, made and entered into this 26th day of July, A. D. 1864, between Cecil M. Derby, of the City of San Francisco, of the first part, and Emanuel B. Ketchum, of the same place, of the second part.



Whereas, Marion M. Bancroft and E. Martin Palmer did, by a certain indenture of lease, bearing date the fifth day of May, A. D. 1863, and recorded in the County Recorder's Office of the City and County of San Francisco, State of California, on the day last aforesaid, demise, lease, and to farm let unto the said party hereto of the first part, and to his executors, administrators, and assigns, all and singular the premises hereinafter mentioned and described, together with the appurtenances, for, and

during, and until the full end and term of five years from the twentieth day of August, in the year 1863, and fully to be complete and ended, with certain privileges of renewal therein contained, yielding and paying therefor to the said Marion M. Bancroft and E. Martin Palmer, and to their executors and assigns, the monthly rent or sum of three hundred and fifty dollars, gold coin of the United States; and whereas, the said party of the first part is justly indebted to the said party of the second part in the sum of five thousand seven hundred and seventy-five dollars, gold coin of the United States, secured to be paid by his certain promissory note, bearing even date with these presents, of which the following is a copy, to wit:

"\$5,775 00.

SAN FRANCISCO, July 26, 1864.

"Six months after date, for value received, I promise to pay to the order of Emanuel B. Ketchum, in gold coin of the United States, five thousand seven hundred and seventy-five dollars, with interest thereon, at the rate of two and one-half of one per cent. per month, payable monthly, in advance. If any instalment of such interest shall become due and be unpaid for the space of fifteen days, then, and from thenceforth, the interest on the said sum of five thousand seven hundred and seventy-five dollars is to be compounded monthly. If any instalment of said interest shall become due before the maturity of said note, and be unpaid for the space of fifteen days, then it shall be optional with the payee, or his assigns, to consider this note as immediately due, and payable with compound interest as aforesaid.

CECIL M. DERBY."

as, by the said promissory note, reference being thereto had, will more fully appear.

Now this indenture witnesses: That the said party of the first part, for the better securing of the payment of the said sum of money secured to be paid by the said promissory note, with interest thereon, according to the true intent and meaning thereof, and also for and in consideration of the sum of one dollar to him in hand paid by the said party of the second part, at or before the ensealing and delivering of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned, transferred, and set over, and by these presents does grant, bargain, sell, assign, transfer, and set over,



unto the said party of the second part, and to his heirs and assigns forever, all that certain lot, piece, or parcel of land situate, lying, and being in the City and County of San Francisco, State of California, bounded and described as follows, viz. :

[*Description.*]

together with the buildings thereon, known as "The Chinese Amphitheatre," with the appurtenances thereof, and all the machinery, scenery, fixtures, furniture, properties, wardrobe, and decorations belonging and appertaining thereto, with all and singular the rights and privileges thereunto belonging, or in any wise appertaining, and also all the estate, right, title, interest, term and terms of years yet to come and unexpired, property, possession, claim, and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in, and to the said demised premises, and of, in, and to the building or buildings erected thereon, and every part and parcel thereof, with the appurtenances, and also the said indenture of lease, and every clause, article, privilege, condition, and covenant therein contained. To have and to hold the said indenture of lease and other hereby granted premises, unto the said party of the second part, his executors, administrators, and assigns, to his and their only proper use, benefit, and behoof, for and during all the rest, residue, and remainder of the said term and terms of years yet to come and unexpired, subject, nevertheless, to the rents, covenants, provisions, and conditions in the indenture of lease mentioned; *provided*, always, and these presents are upon this express condition, that if the said party of the first part, his executors, or administrators, shall well and truly pay unto the said party of the second part, his executors, administrators, and assigns, the said sum of money secured to be paid by the said promissory note, and the interest thereon, at the time and in the manner mentioned in the said promissory note, according to the true intent and meaning thereof, and also pay the other moneys hereinafter agreed to be paid as herein provided, that then these presents and the estate hereby granted shall cease, determine, and be utterly void. And the said party of the first part, for himself, his heirs, executors, and administrators, does covenant and agree to pay unto the said party of the second part, his executors, administrators, or assigns, the said sums of money, and interest as mentioned above, and secured

to be paid as aforesaid, and also to pay the said monthly rent so reserved and agreed to be paid on said indenture of lease as aforesaid. And if default shall be made in the payment of the said sum of money above mentioned, or in the interest that may grow due thereon, or in any part thereof, or in the said monthly rent so reserved and agreed to be paid in and by said indenture of lease as aforesaid, that then, and from thenceforth, it shall be lawful for the said party of the second part, his executors, administrators, and assigns, and he and they are hereby empowered and authorized to consider the whole amount of said promissory note as immediately due and payable, and to enter into, and take possession of, all and singular, the said demised premises, and to let or underlet the same, and to collect the rents due or to become due therefor, and apply the moneys thus received toward the payment of the said monthly rent agreed to be paid in and by said indenture of lease, and the balance toward the payment of the interest due and to become due upon said promissory note, and the balance thereof toward the principal of said promissory note, until the same is fully paid, or to sell, transfer, and set over all the rest, residue, and remainder of the term and terms of years then yet to come, and unexpired, of the said indenture of lease, and all the other the right, title, and interest of the said party of the first part, his heirs, executors, administrators, or assigns, of, in, and to the same, and the hereby assigned premises, at public auction, according to law, and under the direction of some court of competent jurisdiction. And as the attorney of the said party of the first part, for that purpose by these presents duly authorized, constituted, and appointed to make and deliver to the purchaser or purchasers thereof a good and sufficient assignment or transfer in the law for the same, and out of the moneys arising from such sale to retain the principal and interest, which shall then be due on the said promissory note, together with the costs and charges of advertisement and sale of the said premises and of suit for foreclosure, including counsel fees, at the rate of ten per cent. upon the amount which may be found to be due for principal and interest by the said decree, and also the amount of all such payment of taxes, assessments, rents, or encumbrances as may have been made by said party of the second part, his heirs, executors, administrators, or assigns, by reason of the permission hereinafter given,

with the interest on the same hereinafter allowed, rendering the over-plus of the purchase-money, if any there shall be, unto the said party of the first part, his heirs, executors, administrators, or assigns, which sale so to be made shall forever be a perpetual bar, both in law and equity, against the said party of the first part, his heirs, and assigns, and all other persons claiming, or to claim, the premises or any part thereof, by, from, or under him, them, or either of them. And it is hereby agreed that it shall be lawful for the said party of the second part, his heirs, executors, administrators, or assigns, to pay and discharge at maturity all such taxes, rents, or assessments, liens, or other encumbrances now subsisting or hereafter to be laid or imposed upon said demised premises, and which may be in effect a prior charge thereupon to these presents, including all rents and other charges reserved in said indenture of lease, and for such payments shall be allowed interest at the rate of three per cent. per month. Such payment and interest shall be considered as secured by these presents, and a charge upon said lots of land, lease, and premises shall be repayable on demand, in gold coin of the United States, and may be deducted from the proceeds of the sale above authorized. And the said party of the first part, for himself, his executors, and administrators, does hereby covenant and agree that he and they shall and will insure and keep the buildings erected, and to be erected, upon the said demised premises insured against loss by fire until said promissory note shall be fully paid, in a sum not less than seven thousand dollars, in some one or more insurance companies in good standing, to be approved by the party hereto of the second part, and assign the policy and certificates thereof to the said party of the second part, his executors, administrators, and assigns; and in default thereof it shall be lawful for the said party of the second part, his executors, administrators, and assigns, to effect such insurance for periods of not less than six months, and the premium and premiums paid for effecting the same shall be a lien on the said mortgaged premises, added to the amount of said promissory note, and bear interest at the rate of three per cent. per month, and be secured by these presents, and be repayable on demand, in gold coin of the United States. And the said party of the first part, for himself, his executors, and administrators, does hereby covenant to and with the

said party of the second part, his executors, administrators, and assigns, that the said premises hereby granted are free and clear of and from all encumbrance of every name and nature whatever.

In witness whereof, the said party of the first part has hereunto set his hand and seal, at the City of San Francisco, the day and year first above written.

CECIL M. DERBY. [L. S.]

Signed, sealed, and delivered, in the }  
presence of M. NASH. }

**Acknowledgment.**—See Form No. 71.

**Recording.**—See Form No. 71.

**Stamps.**—See Form No. 43, as to stamps on Mortgages.

Whenever any bond or note shall be secured by a mortgage, but one stamp shall be required to be placed on such papers: *Provided*, That the stamp-duty placed thereon shall be the highest rate required for said instruments, or either of them.—*Sec. 160 of U. S. Internal Revenue Act of June 30, 1864.*

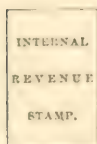
See also Form No. 1.

## No. 102.

BLANK PUBLISHED.

### Assignment of Mortgage.

Know all men by these presents: That *Jackson Hart, of the Town of Colusa, County of Colusa, State of California,* the party of the first part, in consideration of the sum of *one thousand* dollars, *lawful money* of the United States of America, to *him* in hand paid by *H. M. Dunlap, of Grand Island, county aforesaid,* the party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned, transferred, and set over, and by these presents *does* grant, bargain, sell, assign, transfer, and set over, unto the said party of the second part, a certain Indenture of Mortgage, bearing date the *nineteenth* day of *May*, in the year of our Lord one thousand eight hundred and sixty-four,





made and executed by *John Smith, and Jane Smith his wife, to the said party of the first part, and recorded in the office of the County Recorder of said County of Colusa, State of California, in Book "3" of Mortgages, page 100, on the nineteenth day of May, A. D. 1864, at 10 minutes past 3 o'clock, P. M., together with the promissory note therein described, and the money due and to grow due thereon, with the interest.*

To have and to hold the same unto the said party of the second part, *his* executors, administrators, and assigns, for *his* and their use and benefit, subject only to the proviso in the said Indenture of Mortgage mentioned: And the said party of the first part *does* hereby make, constitute, and appoint the said party of the second part *his* true and lawful attorney, irrevocable, in *his* name or otherwise, but at the proper costs and charges of the said party of the second part, to have, use, and take all lawful ways and means for the recovery of the said money and interest; and in case of payment to discharge the same as fully as the said party of the first part might or could do if these presents were not made.

In witness whereof, the said party of the first part has hereunto set *his* hand and seal, the *twentieth* day of *May*, in the year of our Lord one thousand eight hundred and sixty-four.

*Jackson Platt.* [L. S.]

Signed, sealed, and delivered, in the presence of

*T. Shepardsen.*  
*Frank Spaulding.* }

Acknowledgment.—See Form No. 71.

Recording.—See Form No. 71.

Stamps.—See Form No. 83.

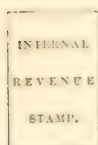
## No. 103.

BLANK PUBLISHED.

## Assignment of Mortgage.—Another Form.

Know all men by these presents: That *James M. Shait, of the Town of Eureka, County of Humboldt, State of California*, the party of the first part, in consideration of the sum of *five hundred dollars, lawful money* of the United States of America, to *him* in hand paid by *G. M<sup>o</sup>. Tompkins, of said Town of Eureka*, the party of the second part, the receipt of which is hereby acknowledged, has granted, bargained, sold, assigned, transferred, and set over, and by these presents does grant, bargain, sell, assign, transfer, and set over, unto the said party of the second part, a certain Indenture of Mortgage, bearing date the *nineteenth* day of *May*, A. D. one thousand eight hundred and sixty-*four*, made and executed by *John Smith, of said Town of Eureka*, to the said party of the first part, to secure the payment of the sum of *four hundred and seventy-five* dollars, *gold coin of the United States*; together with the *promissory note* or obligation therein described, and the money due, or to grow due thereon, with the interest; which said Indenture of Mortgage was recorded in the office of the County Recorder of the *said* County of *Humboldt*, State of California, in Liber "*4*" of Mortgages, page *746*, on the *nineteenth* day of *May*, A. D. 186*4*.

To have and to hold the same unto the said party of the second part, *his* executors, administrators, and assigns, for *his* and their use and benefit; subject only to the proviso in the said Indenture of Mortgage mentioned. And the said party of the first part does hereby make, constitute, and appoint the said party of the second part *his* true and lawful attorney, irrevocable, in *his* name or otherwise, but at the proper costs and charges of the said party of the second part, to have, use, and take, all lawful ways and means for the recovery of the said money and interest; and in case of payment to discharge the same as fully as the said party of the first part might or could do if these presents were not made.



And the said party of the first part does hereby covenant to and with the said party of the second part, that the said party of the first part is the lawful owner and holder of the said note and mortgage, and that he has good right to sell, transfer, and assign the same as aforesaid, and that there is now due and owing upon the said note and mortgage, in gold coin of the United States, the sum of four hundred and seventy-five dollars, with interest from the nineteenth day of May, A. D. one thousand eight hundred and sixty-four.

In witness whereof, the said party of the first part has hereunto set his hand and seal, the twentieth day of May, A. D. one thousand eight hundred and sixty-four.

James M. Shatt. [L. s.]

Signed, sealed, and delivered, in the presence of  
*J. A. Wyman.*  
*Joseph Tracy.*

Acknowledgment.—See Form No. 71.

Recording.—See Form No. 71.

Stamps.—See Forms Nos. 43 and 83.

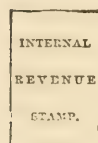
# No. 104.

## Assignment of Note and Mortgage.—Another Form

Mortgage dated the                      day of, &c., executed by E. F., and M. his wife, to A. B., on certain premises described therein, being part of 50 Vara lot, No. 203, in the City and County of San Francisco; recorded in the office of the County Recorder of said city and county, in Book No.                      of Mortgages, page                      .

Note bearing date the day aforesaid, executed by E. F. to A. B., aforesaid, in the sum of                      dollars, secured by the above mortgage, and payable on the                      day of                      , 186 , with interest at two per cent. per month.

In consideration of                      dollars, to me paid, by C. D., of



*&c.*, I do hereby assign, transfer, and set over, unto the said C. D., the mortgage above described, and the note accompanying the same, as aforesaid, for his use and benefit; hereby authorizing him to collect and enforce payment thereof, but at his own costs and charges. And I do hereby covenant that the sum of                      dollars, gold coin of the United States of America, with interest thereon, at the rate of two per cent. per month, from the                      day of                      last past, is now due and owing on the said bond and mortgage; and that I have good right to sell and assign the same.

In witness, *&c.*

*Acknowledgment.*—See Form No. 71.

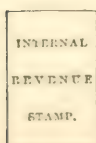
*Recording.*—See Form No. 71.

*Stamps.*—See Forms Nos. 43 and 83.

### No. 105.

#### Assignment of Note and Mortgage.—Another Form,

Know all men by these presents: That I, Michael C. Nye, of the first part, in consideration of the sum of one thousand dollars, gold coin of the United States of America, to me in hand paid by John Bidwell, of the second part, the receipt of which is hereby acknowledged, have granted, bargained, sold, assigned, transferred, and set over, unto the said party of the second part, a certain Indenture of Mortgage, bearing date the tenth day of May, A. D. one thousand eight hundred and fifty-two, made and executed by George Thompson, to the said party of the first part, to secure the payment of the sum of eight hundred dollars; together with the promissory note or obligation therein described, and the money due, or to grow due thereon, with the interest; which said Indenture of Mortgage was recorded in the office of the County Recorder of the City and County of San Francisco, in Liber                      of Mortgages, page                      ; on the eleventh day of May, A. D. 1852, to have and to hold the same unto the said party of the second part, his executors, administrators, and assigns, for their use





and benefit; subject only to the proviso in the said Indenture of Mortgage mentioned.

And I do covenant to and with the said party of the second part, that I am the lawful owner and holder of the said note and mortgage, and that I have good right to sell, transfer, and assign the same as aforesaid. And I do hereby covenant to and with the said party of the second part, that there is now due and owing upon the said note and mortgage the sum of eight hundred dollars, gold coin of the United States of America, with interest from the first day of March, A. D. one thousand eight hundred and fifty-seven.

In witness whereof, I have hereunto set my hand and seal, the tenth day of February, A. D. one thousand eight hundred and fifty-nine.

MICHAEL C. NYE. [L. s.]

Signed, sealed, and delivered, in the presence of }  
JOHN DOE. }

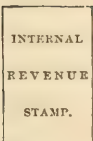
**Acknowledgment.**—See Form No. 71.

**Recording.**—See Form No. 71.

**Stamps.**—See Forms Nos. 43 and 83.

## No. 106.

### The Same, Endorsed on Mortgage.



In consideration of            dollars, to me in hand paid by J. W. Park, of, &c., I do hereby sell, assign, transfer, and set over, unto the said J. W. Park, the within Indenture of Mortgage, together with the note accompanying the same, for his use and benefit.

Witness my hand and seal, &c.

**Acknowledgment.**—See Form No. 71.

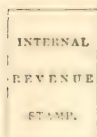
**Recording.**—See Form No. 71.

**Stamps.**—See Forms Nos. 43 and 83.

## No. 107.

## Assignment of Partnership Property by one Partner to another, to Close the Concern.

Whereas, a copartnership has heretofore existed, between A. B. and C. D., both of the City and County of San Francisco, State of California, under the firm name of B. & D., which said copartnership is hereby dissolved and determined:



Now, therefore, this indenture, made this       day of       , A. D. 1864, by and between the said A. B. of the one part, and the said C. D. of the other part, witnesses: That the said A. B. does hereby sell, transfer, assign, and set over unto the said C. D., his moiety of all the stock in trade, goods, merchandise, effects, and property, of every description, belonging to, or owned by, the said copartnership, wherever the same may be; together with all debts, choses in action, and sums of money, due and owing to the said firm, from any and all persons whomsoever, to hold the same to the said C. D., and his assigns, forever, in trust, for the following purposes, namely: That the said C. D. shall sell and dispose of all the goods, property, and effects, belonging to the said firm, at such time and in such manner as he may think prudent; and shall, with reasonable diligence, collect all the debts and sums of money due and owing to the said firm; and shall, out of the proceeds of the said sales, and with the moneys thus collected, pay and discharge all the debts and sums of money now due and owing from the said firm, as far as the proceeds of said sales, and the sums of money collected, will go; and after fully satisfying all demands against the said firm, if there be any surplus, shall pay over one moiety thereof to the said A. B., or his representatives.

And the said A. B. does hereby constitute and appoint the said C. D. his attorney, irrevocable, in his, the said C. D.'s, own name, or in the name of the said firm, to demand, collect, sue for, and receive, any and all debts and sums of money due and owing to the said firm; to institute and prosecute suits for the recovery of the said debts, or to compound the same, as he may judge most expedient; to defend any and all suits against the said firm; to execute

all such discharges, releases, and acquittances, as may be necessary; and, generally, to do all such acts and things as may be necessary or proper, for the full and complete settlement of all business and concerns of the said copartnership.

And the said C. D., for himself, and his heirs, executors, and administrators, hereby covenants, to and with the said A. B., and his representatives, that he will sell and dispose of all the partnership property and effects, to the best advantage; that he will use his best diligence and endeavors to collect all debts and sums of money due and owing to the said firm; and that he will truly and faithfully apply the proceeds of said sale, and the moneys collected, to the payment, discharge, and satisfaction, of all debts and demands against the said firm, as far as the same will go; and after discharging all such debts, will pay over to the said A. B., or his representatives, one moiety of any surplus that may remain; and further, that he will keep a full and accurate account of all moneys received by him, for goods sold, or debts collected, as well as of all moneys paid out, and will render a just, true, and full account thereof, to the said A. B., or his representatives.

And the said A. B., for himself, his heirs, executors, and administrators, covenants to and with the said C. D., his heirs, &c., that if it shall be found that the debts due and owing from the said firm exceed the amount of moneys received from the sale of the said partnership property and effects, and the debts collected, he will pay unto the said C. D., or his assigns, one moiety of any balance that may then be found due and owing from the said firm.

In witness, &c.

Stamps.—See Form No. 826.

## No. 108.

## Assignment of a Patent.

Whereas letters patent, bearing date the       day of       , in the year of our Lord one thousand eight hundred and sixty-four, were granted and issued by the Government of the United States, under the seal thereof, to A. B., of the Town of       , in the County of       , State of California, for [*Here state the nature of the invention in general terms, as in the patent.*], a more particular and full description whereof is annexed to the said letters patent in a schedule; by which letters patent, the full and exclusive right and liberty of making and using the said invention, and of vending the same to others to be used, was granted to the said A. B., his heirs, executors, administrators, and assigns, for the term of fourteen years from the said date:

Now know all men by these presents: That I, the said A. B., for and in consideration of the sum of       dollars, gold coin of the United States, to me in hand paid, the receipt whereof is hereby acknowledged, have granted, assigned, and set over, and by these presents do grant, assign, and set over, unto C. D., of the Town of       , in the County of       , State of California, his executors, administrators, and assigns, forever, the said letters patent, and all my right, title, and interest, in and to the said invention, so granted unto me: To have and to hold the said letters patent and invention, with all benefit, profit, and advantage thereof, unto the said C. D., his executors, administrators, and assigns, in as full, ample, and beneficial a manner, to all intents and purposes, as I, the said A. B., by virtue of the said letters patent, may or might have or hold the same, if this assignment had not been made, for and during all the rest and residue of the said term of fourteen years.

In witness, &c.

A. B. [L. s.]



No. 109.

Assignment of the Right in a Patent for one or more States.

Whereas, \_\_\_\_\_, in the \_\_\_\_\_ County of \_\_\_\_\_, and State of California, did obtain letters patent of the United States, for certain improvements in \_\_\_\_\_, which letters patent bear date the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 1864; and whereas, \_\_\_\_\_ aforesaid is desirous of acquiring an interest therein. Now this indenture witnesses: That for and in consideration of the sum of \_\_\_\_\_ dollars, gold coin of the United States of America, to me in hand paid, the receipt whereof is hereby acknowledged, I have assigned, sold, and set over, and do hereby assign, sell, and set over, all the right, title, and interest which I have in the said invention, as secured to me by said letters patent, for, to, and in the \_\_\_\_\_, and in no other place or places; the same to be held and enjoyed by the said \_\_\_\_\_, for his own use and behoof, and for the use and behoof of his legal representatives, to the full end and term for which the said letters patent are or may be granted, as fully and entirely as the same would have been held and enjoyed by me, had this assignment and sale not been made.

In witness whereof, I have hereunto set my hand and seal, this 22d day of September, A. D. 1864.

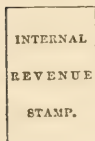
\_\_\_\_\_. [L. s.]

In presence of {  
\_\_\_\_\_. }

No. 110.

Assignment of Policy of Insurance.

Know all men by these presents: That I, A. B., of, &c., in the annexed policy named, for and in consideration of the sum of one dollar, to me in hand paid by C. D., of, &c., the receipt whereof is hereby acknowledged, have sold, assigned, transferred, and set over, and by these presents do sell, assign, transfer, and set over, unto the said C. D., the annexed policy of insurance, and all sum and sums of money, interest, benefit, and



advantage whatsoever, now due, or hereafter to arise, or to be had or made by virtue thereof; to have and hold the same unto the said C. D. and assigns forever.

In witness, &c.

The above assignment is approved.

M. R., President [*or*, Secretary]  
of the Insurance Company.

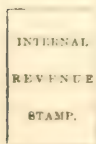
**Stamps.**—INSURANCE (MARINE, INLAND, AND FIRE).—Each policy of insurance or other instrument, by whatever name the same shall be called, by which insurance shall be made or renewed upon property of any description, whether against perils by the sea or by fire, or other peril of any kind, made by any insurance company or its agents, or by any other company or person, the premium upon which does not exceed \$10, 10 cents; exceeding \$10 and not exceeding \$50, 25 cents; exceeding \$50, 50 cents.—*Schedule B. of U. S. Internal Revenue Act of June 30, 1864.*

See also Forms Nos. 1 and 83.

### No. 111.

#### Assignment of Policy as Security.

Know all men, &c. [*as in the foregoing to the end, and then add:*]  
upon the condition, however, that if a certain promissory note for the  
sum of                      dollars, payable in gold coin of the United  
States, bearing date the                      day of                      , A. D. 186                      ,  
given by the said A. B. to the said C. D., is well and truly  
paid, according to the terms thereof, then this assignment  
is to be void.



In witness whereof, &c. [*adding the approval in the foregoing, if necessary*].

**Stamps.**—See Form No. 43.

No. 112.

Assignment of a Seaman's Wages.

Know all men: That I, A. B., for and in consideration of the sum of        dollars, gold coin of the United States, in which I am justly indebted to C. D., of, &c., have hereby assigned, sold, and set over, and by these presents I do hereby assign, sell, and set over, unto the said C. D., all such small sums of money as are now due and owing to me, the said A. B., for wages or services on board the ship or vessel called the        , from the master or owner of said vessel, on board of which vessel I served as a mariner on her voyage from        to        , which has recently terminated, with full power to prosecute the said vessel, her tackle, apparel, and furniture, freight, cargo, and any and all persons liable therefor, and receive and recover the same, and give discharges therefor.



[*Add covenants that A. B. has not released, and that he will give further assurance.*]

In witness whereof, &c.

Stamps.—See Form No. 826.

ASSISTANCE.—See DISTRICT COURT.

ATTACHMENT.—See DISTRICT COURT. JUSTICE'S COURT.

RELEASE. RETURN.

BAIL.—See COUNTY COURT. JUSTICE'S COURT.

BEQUEST AND DEVISE.—See WILL.

BILL OF CLERK'S FEES.—See COUNTY COURT. DISTRICT COURT. PROBATE COURT.

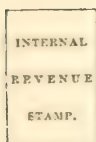
## Bill of Exchange.

No. 113.

Bill of Exchange.

San Francisco, May 1, 1864.

\$10,000.



Ten days after sight, pay to the order of Thomas Ken-  
sett & Co., ten thousand dollars, gold coin of the United  
States of America, and charge the same to account of

D. L. Ross & Co.

To Messrs. Wm. T. COLEMAN & Co., New York.

**Stamps.**—Bill of exchange (inland), draft, or order for the payment of any sum of money, not exceeding \$100, otherwise than at sight or on demand, or any promissory note (except bank-notes issued for circulation, and checks made and intended to be forthwith presented, and which shall be presented to a bank or banker for payment), or any memorandum, check, receipt, or other written or printed evidence of an amount of money, to be paid on demand, or at a time designated, for a sum not exceeding \$100, 5 cents; and for every additional \$100, or fractional part thereof in excess of \$100, 5 cents.

Bill of exchange (foreign), or letter of credit drawn in but payable out of the United States, if drawn singly, or otherwise than in a set of three or more, according to the custom of merchants and bankers, shall pay the same rates of duty as inland bills of exchange or promissory notes.

If drawn in sets of three or more: For every bill of each set, where the sum made payable shall not exceed \$100, or the equivalent thereof, in any foreign currency in which such bills may be expressed, according to the standard of value fixed by the United States, 2 cents; and for every additional \$100, or fractional part thereof in excess of \$100, 2 cents.—*Schedule B. of U. S. Internal Revenue Act of June 30, 1864.*

The acceptor or acceptors of any bill of exchange or order for the payment of any sum of money drawn, or purporting to be drawn, in any foreign country, but payable in the United States, shall, before paying or accepting the same, place thereupon a stamp, indicating the duty upon the same, as the law requires for inland bills of exchange, or promissory notes, and no bill of exchange shall be paid or negotiated without such stamp; and if any person shall pay or negotiate, or offer in payment, or



receive or take in payment, any such draft or order, the person or persons so offending shall forfeit the sum of \$200.—*Sec. 159 of said Act.*

No stamp shall be required to any endorsement of a negotiable instrument or any warrant of attorney, accompanying a bond or note, when such bond or note shall have affixed thereto the stamp or stamps denoting the duty required.—*Sec. 160 of said Act.*

See also Form No. 1.

**State Stamp-Tax.—RATES OF STAMP-TAX ON BILLS OF EXCHANGE, POLICIES OF INSURANCE, &c.**

AMOUNTS TAXED.		BILLS OF EXCHANGE.	LETTERS OF CREDIT.	POLICIES OF INSURANCE.
\$20 to	\$50.....	\$0 08	\$0 03	\$0 04
50 to	100.....	0 20	0 20	0 10
100 to	150.....	0 30	0 30	0 15
150 to	200.....	0 40	0 40	0 20
200 to	300.....	0 60	0 60	0 30
300 to	400.....	0 80	0 80	0 40
400 to	500.....	1 00	1 00	0 50
500 to	750.....	1 40	1 40	0 70
750 to	1,000.....	2 00	2 00	1 00
1,000 to	1,500.....	3 00	3 00	1 50
1,500 to	2,000.....	4 00	4 00	2 00
2,000 to	3,000.....	6 00	6 00	3 00
3,000 to	4,000.....	8 00	8 00	4 00
4,000 to	5,000.....	10 00	10 00	5 00
5,000 to	7,000.....	14 00	14 00	7 00
7,000 to	10,000.....	20 00	20 00	10 00
10,000 to	15,000.....	30 00	30 00	15 00
15,000 to	20,000.....	38 00	38 00	19 00
20,000 to	30,000.....	56 00	56 00	28 00
30,000 to	50,000.....	90 00	90 00	45 00
50,000 to	100,000.....	175 00	175 00	87 00
Above	100,000.....	200 00	200 00	100 00

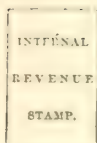
Policies of insurance, if for nine months and not less than six months, three-fourths of the rates above charged; if for six months and not less than three months, one-half the rates above charged; if for three months or less, one-fourth the rates above charged.—*Gen. Laws, 6,400.*

No. 114.

BLANK PUBLISHED.

## Bills of Exchange—First and Second.

## FIRST.

Exchange for  
\$490  $\frac{2}{100}$ .San Francisco, Cal.,  
December 15, 1864.

At (or ten days after) sight of this first of exchange (second unpaid), pay to the order of *James F. Watson*, four hundred and ninety  $\frac{2}{100}$  dollars, gold coin of the United States of America.

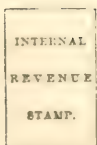
Value received, and charge same to account of

*Wells, Fargo & Co.*

To *Mess. Wells, Fargo & Co.,*  
*82 Broadway, New York.*

No. 745

## SECOND.

Exchange for  
\$490  $\frac{2}{100}$ .San Francisco, Cal.,  
December 15, 1864.

At (or ten days after) sight of this second of exchange (first unpaid), pay to the order of *James F. Watson*, four hundred and ninety  $\frac{2}{100}$  dollars, gold coin of the United States of America.

Value received, and charge same to account of

*Wells, Fargo & Co.*

To *Mess. Wells, Fargo & Co.,*  
*82 Broadway, New York.*

No. 745.

**Blanks.**—Besides the foregoing, similar blanks (No. 115) are also published, with the words, "dollars, gold coin of the United States of America," and the dollar-mark, omitted.

**Stamps.**—See Form No. 113.

**State Stamp-Tax.**—See Form No. 113.

No. 115.

BLANK PUBLISHED.

Bills of Exchange—First and Second.—Another Form.

*These are the same as the two preceding ones, No. 114, with the words, "dollars, gold coin of the United States of America," and the dollar-mark, omitted.*

Stamps.—See Form No. 113.

State Stamp-Tax. See Form No. 113.

No. 116.

BLANK PUBLISHED.

Bills of Exchange—First, Second, and Third.

FIRST.

Exchange for

\$ \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ 186 .

sight of this first of exchange (second and

third unpaid), pay to the order of

\_\_\_\_\_ dollars, gold

coin of the United States of America.

Value received, and charge same to account of

\_\_\_\_\_

To \_\_\_\_\_

No. \_\_\_\_\_

SECOND.

Exchange for

\$ \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ 186 .

sight of this second of exchange (first and

third unpaid), pay to the order of

\_\_\_\_\_ dollars, gold

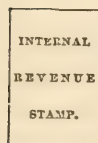
coin of the United States of America.

Value received, and charge same to account of

\_\_\_\_\_

To \_\_\_\_\_

No. \_\_\_\_\_

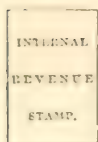


## THIRD.

Exchange for \_\_\_\_\_

\$ \_\_\_\_\_

\_\_\_\_\_ 186 .

sight of this third of exchange (first and  
second unpaid), pay to the order of, \_\_\_\_\_ dollars, gold  
coin of the United States of America.

Value received, and charge same to account of \_\_\_\_\_

To \_\_\_\_\_

No. \_\_\_\_\_

**Blanks.**—Besides the foregoing, similar blanks, No. 117, are also published, with the words, “dollars, gold coin of the United States of America,” and the dollar-mark, omitted.

**Stamps.**—See Form No. 113.

**State Stamp-Tax.**—See Form No. 113.

## No. 117.

BLANK PUBLISHED.

**Bills of Exchange—First, Second, and Third.—Another Form.**

*These are the same as the three preceding ones, No. 116, with the words, “dollars, gold coin of the United States of America,” and the dollar-mark, omitted.*

**Stamps.**—See Form No. 113.

**State Stamp-Tax.**—See Form No. 113.



No. 118.

A Set of Bills of Exchange.—Another Form.

WELLS, FARGO &amp; Co., Express and Banking Office.

No. 104,901.

SAN FRANCISCO, CAL.,

Exchange for \$10.

August 4, 1858.

At sight of this first of exchange (second and third unpaid), pay to the order of Morris & Willis, ten dollars.

Value received, and charge the same to account of

WELLS, FARGO &amp; Co.

To MESSRS. WELLS, FARGO &amp; Co., 82 Broadway, New York.

WELLS, FARGO &amp; Co., Express and Banking Office.

No. 104,901.

SAN FRANCISCO, CAL.,

Exchange for \$10.

August 4, 1858.

At sight of this second of exchange (first and third unpaid), pay to the order of Morris & Willis, ten dollars.

Value received, and charge the same to account of

WELLS, FARGO &amp; Co.

To MESSRS. WELLS, FARGO &amp; Co., 82 Broadway, New York.

WELLS, FARGO &amp; Co., Express and Banking Office.

No. 104,901.

SAN FRANCISCO, CAL.,

Exchange for \$10.

August 4, 1858.

At sight of this third of exchange (first and second unpaid), pay to the order of Morris & Willis, ten dollars.

Value received, and charge the same to account of

WELLS, FARGO &amp; Co.

To MESSRS. WELLS, FARGO &amp; Co., 82 Broadway, New York.

Stamps.—See Form No. 113.

State Stamp-Tax.—See Form No. 113.

BILL OF LADING.—See BOND. CUSTOM HOUSE. PROTEST.

## Bill of Sale.

See also CUSTOM HOUSE.

No. 119.

### Bill of Sale.—Simple Form.

In consideration of two hundred and fifty dollars, to me in hand paid by Bruno Bernal, I do hereby sell and deliver to him my Alazan horse, branded C on the left hip.

PEDRO CHEVOYA.

---

No. 120.

### Bill of Sale.—Another Form.

Received of John Pike \$1,000, gold coin of the United States, in payment of five thousand fruit-trees I have sold and delivered to him, this 4th day of May, 1864.

F. PREVAUX.

## No. 121.

BLANK PUBLISHED.

## Bill of Sale.

Know all men by these presents: That *J. George W. Bird*, of *Monteity, County of Monteity, State of California*, the party of the first part, for and in consideration of the sum of *ten thousand* dollars, *lawful money* of the United States of America, to me in hand paid by *William H. Ramsey*, of *said Monteity*, the party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, and conveyed, and by these presents do grant, bargain, sell, and convey, unto the said party of the second part, *his* executors, administrators, and assigns, *the one equal, undivided half of one hundred acres of barley, now growing on my rancho, near the said Town of Monteity, in said County of Monteity; also one team horse, about fifteen and a half hands high, having a white spot on the face, and the letter "S" branded on the left shoulder; also eight hundred sheep now in my possession, at the place aforesaid*, to have and to hold the same to the said party of the second part, *his* executors, administrators, and assigns, forever. And *I* do, for *myself*, *my* heirs, executors, and administrators, covenant and agree to and with the said party of the second part, *his* executors, administrators, and assigns, to warrant and defend the sale of the said property, goods, and chattels hereby made unto the said party of the second part, *his* executors, administrators, and assigns, against all and every person and persons whomsoever lawfully claiming or to claim the same.

In witness whereof, *I* have hereunto set *my* hand and seal, the *twentieth* day of *May*, in the year of our Lord one thousand eight hundred and sixty-four.

*George W. Bird.* [L. S.]

Signed, sealed, and delivered, in the presence of }  
*Wm. R. Parker.* }  
*Atan. Lyons.* }

**Blanks.**—These are printed on sheets of legal cap, a portion of the first and the whole of the second page being left blank for a description of the property sold. In case the blank is not sufficiently large, any number of sheets of legal cap can be inserted between the two leaves of the blank.

---

No. 122.

Bill of Sale of a Horse, with Warranty.

Know all men by these presents, that I, John Doe, of the County of Shasta, State of California, of the first part, for and in consideration of the sum of *one hundred and fifty* dollars, gold coin of the United States, to me in hand paid, at or before the ensembling and delivery of these presents, by Richard Roe, of the *same* county, of the second part, the receipt whereof is hereby acknowledged, have bargained and sold, and by these presents do grant and convey unto the said Richard Roe, his executors, administrators, and assigns, *one dark-bay horse, with a white star in the forehead, and a black mane and tail.* To have and to hold the same unto the said Richard Roe, his executors, administrators, and assigns, forever.

And I do hereby warrant the said horse to be sound in every respect, to be free from vice, to be well broken, and kind and gentle in single and in double harness, and under the saddle; and I covenant for myself, my heirs, executors, and administrators, with the said Richard Roe, to warrant and defend the sale of the said horse unto the said Richard Roe, his executors, administrators, and assigns, against all and every person and persons, lawfully claiming or to claim the same, whomsoever.

In witness whereof, I have hereunto set my hand and seal, this *fifth* day of *July*, one thousand eight hundred and sixty-four.

JOHN DOE. [L. S.]

Signed, sealed, and delivered, in the presence of

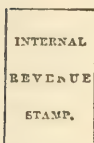
A. B. }  
C. D. }



## No. 123.

## Bill of Sale of Mining Claim.

Henry Jackson having purchased my mining claim, in the County of Tuolumne, for two thousand dollars, gold coin of the United States, which money he has paid me, I, Charles Grant, do hereby sell and transfer to him the said claim, which is described as follows:



[Here insert Description.]

together with all the tools and implements now being in the shanty erected thereon, and together with said shanty and all improvements and every species of property thereon. And I do guarantee that I am the true owner of said claim, and that I hold and herewith transfer to said Henry Jackson full and undisputed possession thereof, and that in taking up, maintaining, and working said claim I have complied in every respect with the mining rules, regulations, and customs of the district.

Witness my hand and seal, August 9th, 1864.

CHAS. GRANT. [L. s.]

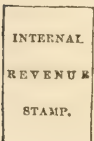
Stamps.—See Form No. 972.

[For the law of conveying mining claims, see Gen. Laws, 706.]

## No. 124.

## Bill of Sale of Stock.

For and in consideration of the sum of ten thousand dollars, gold coin of the United States of America, to me in hand paid, I do hereby sell, assign, and transfer to Jonas Whacke, three shares of stock belonging to me, of the "Poverty Bar Mining Association," of the denomination of five thousand dollars each, and being shares numbered respectively, 321, 375, and 376, and now standing in my name on the books of said company. And I do guarantee, that all assessments to date are duly paid upon said shares and each of them, and I authorize the secretary, or other proper officer of said company, to enter this transfer upon the books of said company, showing that I have this day transferred to



said Jonas Whacke the said three shares of stock of the numbers and designation above mentioned. NAPOLEON GREENSTONE.

Dated the 9th June, 1859.

Stamps.—See Form No. 972.

### No. 125.

#### Bill of Sale of Registered or Enrolled Vessel.

Know all men by these presents: That I, A. B., of &c., owner of the bark or vessel called the "Paul Pry," of the burden of three thousand tons, or thereabouts, now lying at the port of San Francisco, for and in consideration of the sum of INTERNAL  
REVENUE  
STAMP. dollars, gold coin of the United States, to me paid by C. D., of the place aforesaid, the receipt whereof I hereby acknowledge, have bargained and sold, and by these presents do bargain and sell, unto the said C. D., his executors, administrators, and assigns, all the hull or body of said bark or vessel, together with the masts, bowsprit, sails, boats, anchors, cables, spars, and all other necessities thereunto appertaining and belonging; the certificate of the registry of which said bark or vessel is as follows, to wit: [*copy certificate of registry in full:*] To have and to hold the said bark or vessel, and appurtenances thereunto belonging, unto the said C. D., his executors, administrators, and assigns, to his and their proper use, benefit, and behoof, forever. And I do, for myself, my heirs, executors, and administrators, covenant and agree, to and with the said C. D., his executors, administrators, and assigns, to warrant and defend the said bark or vessel, and all the before-mentioned appurtenances, against all and every person and persons whomsoever lawfully claiming, or to claim, the same.

In witness, &c.

See Custom House.

Stamps.—Bill of sale, by which any ship or vessel, or any part thereof, shall be conveyed to, or vested in, any other person or persons, when the consideration shall

not exceed \$500, 50 cents; exceeding \$500, and not exceeding \$1,000, \$1; exceeding \$1,000, for every additional amount of \$500, or fractional part thereof, 50 cents.—  
*Schedule B. of U. S. Internal Revenue Act of June 30, 1864.*

See also Form No. 1.

## Bond.

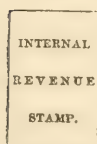
See also ASSIGNMENT. PROBATE COURT.

No. 126.

BLANK PUBLISHED.

Bond.—One Obligor.

Know all men by these presents: That *I, William Jones, of Napa City, County of Napa, State of California,* am held and firmly bound unto *J. M. Gatter, of said Napa City,* in the sum of *one thousand* dollars, *gold coin* of the United States of America, to be paid to the said *J. M. Gatter, his executors, administrators, or assigns;* for which payment well and truly to be made, *I bind myself, my* heirs, executors, and administrators, firmly by these presents. Sealed with *my* seal, and dated the *twentieth* day of *May*, A. D. one thousand eight hundred and sixty-four.



The condition of the above obligation is such, that *if the above-bounden William Jones, his executors, or administrators, shall well and truly pay, or cause to be paid, in gold coin of the United States of America, unto the said J. M. Gatter, his executors, administrators, or assigns, the just and full sum of five hundred dollars, in ten equal semi-annual payments, from the date*

*hereof, with interest at the rate of two per cent. per month, then the above obligation to be void, otherwise to remain in full force and virtue.*

*William Jones.* [L. S.]

Signed, sealed, and delivered, in the presence of

*Robert Couch.*

*J. E. Bond.*

**Blanks.**—These may be used for bonds of two obligors, as well as for bonds of one obligor (see subsequent Form), and are numbered "126 and 127."

**Stamps.**—**BOND.**—For indemnifying any person for the payment of any sum of money, where the money ultimately recoverable thereupon is \$1,000 or less, 50 cents; where the money ultimately recoverable thereupon exceeds \$1,000, for every additional \$1,000, or fractional part thereof in excess of \$1,000, 50 cents.

Bond for the due execution or performance of the duties of any office, \$1.

Bond of any description other than such as may be required in legal proceedings, or used in connection with mortgage deeds, and not otherwise charged in this schedule, 25 cents.—*Schedule B of U. S. Internal Revenue Act of June 30, 1864.*

See also Form No. 1.

## No. 127.

BLANK PUBLISHED.

### Bond.—Several Obligors.

Know all men by these presents: That *we, John Ree, of the County of Nevada, State of California, as principal, and Richard Ree and James Styles, of said county, as sureties, etc* held and firmly bound unto *R. H. Fairghar, of said county*, in the sum of *one thousand dollars, gold coin* of the United States of America, to be paid to the said *R. H. Fairghar, his* executors, administrators, or assigns: for which payment well and truly to be made, *we bind ourselves, out and each of our heirs, executors, and administrators, jointly and severally*, firmly by these presents. Sealed with *our* seals, and dated the *twentieth* day of *May*, A. D. one thousand eight hundred and sixty-*four*.





The condition of the above obligation is such, that *if the above bounden John Doe, his heirs, executors, or administrators, shall well and truly pay, or cause to be paid, in gold coin of the United States of America, unto the said R. H. Tatquhar, his executors, administrators, or assigns, the just and full sum of five hundred dollars, in one year from the date hereof, with interest thereon, at the rate of ten per cent. per annum, then the above obligation to be void, otherwise to remain in full force and virtue.*

*John Doe.* [L. S.]

*Richard Roe.* [L. S.]

*James Styles.* [L. S.]

Signed, sealed, and delivered, in the presence of

*A. C. Niles.*

*Thos. D. Hawley.*

Blanks.—See Form No. 126.

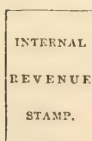
Stamps.—See Form No. 126.

## No. 128.

BLANK PUBLISHED.

### Bond.—Another Form.

Know all men by these presents: That *we, John Doe and Richard Roe, of Nipoma, County of San Luis Obispo, State of California, are held and firmly bound unto Charles W. Dana, of said Nipoma, in the sum of one thousand dollars, gold coin of the United States of America, to be paid to the said Charles W. Dana, his executors, administrators, or assigns: for which payment, well and truly to be made, we bind ourselves, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated the twentieth day of May, A. D. one thousand eight hundred and sixty-four.*



The condition of the above obligation is such, that if the above-bounden *John Doe and Richard Roe, or either of them, their or either of their* heirs, executors, or administrators, shall well and truly pay, or cause to be paid, *in gold coin of the United States of America*, unto the said *Charles M. Dana*, his executors, administrators, or assigns, the just and full sum of *five hundred* dollars, on or before the *second* day of *January*, A. D. one thousand eight hundred and sixty-*five*, together with interest thereon, at the rate of *one and a half* per cent. per *month*, payable *monthly*, on the *first* day of *each and every month hereafter*, without any fraud or other delay, then the above obligation to be void, otherwise to remain in full force and virtue.

And it is hereby expressly agreed, that should any default be made in the payment of said interest, or of any part thereof, on any day whereon the same is made payable, as above expressed, and should the same remain unpaid and in arrear for the space of *five* days, then and from thenceforth, that is to say, after the lapse of the said *five* days, the said principal sum of *five hundred* dollars, with all arrearages of interest thereon, shall, at the option of the said *Charles M. Dana*, his executors, administrators, or assigns, become and be due and payable immediately thereafter, although the period first above limited for the payment thereof may not then have expired, any thing hereinbefore contained to the contrary thereof in anywise notwithstanding.

*John Doe.* [L. S.]

*Richard Roe.* [L. S.]

Signed, sealed, and delivered, in the presence of }

*M. L. Beebe.*

*James M. White.*

Stamps.—See Form No. 126.

## No. 129.

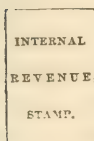
## Bond for Performance, Endorsed on an Agreement.

Know all men, &c.

The condition of this obligation is such, that if the above-bounden A. B., his executors, administrators, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the within instrument contained, on his or their part to be kept and performed, at the time, and in the manner and form therein specified, then the above obligation shall be void; else to remain in full force and virtue.

Sealed, &c.

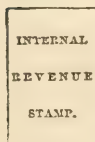
Stamps.—See Form No. 126.



## No. 130.

## Surety Bond to Perform Mining Agreement.

Know all men by these presents: That we, A. B. and C. D., of the Crystal Spring Mining Company, of the County of Tuolumne and State of California, are held and firmly bound unto E. F. *et al.*, of the Mountain Brow Mining Company, of the same place, in the sum of ten thousand dollars (\$10,000), gold coin of the United States, to be paid to the said E. F. *et al.*, their heirs, administrators, or assigns, for which payment well and truly to be made we bind ourselves, our heirs, executors, and administrators, firmly, by these presents.



Sealed with our seals, and dated this 20th of April, A. D. 1864.

The condition of the above obligation is such, that if the above-bounden A. B. and C. D. shall well, faithfully, fully, and truly fulfil and execute the requirements and covenants of a certain article of agreement, made and entered into by and between the said A. B. and C. D., of the Crystal Spring Mining Company, and the said E. F. *et*

*al.*, of the Mountain Brow Mining Company, dated on the 20th day of April, A. D. 1864, and in which agreement this bond is hereunto referred and made a portion of said agreement, according to its tenor and meaning, then this obligation shall be null and void; otherwise to remain in full force and virtue.

A. B. [L. s.]

C. D. [L. s.]

In consideration of the premises, and one dollar to me paid, I hereby bind myself as surety on the foregoing bond for A. B., this 20th day of April, A. D. 1864. G. H.

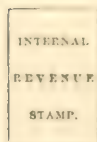
In consideration of the premises, and one dollar to me paid, I hereby bind myself as surety for the foregoing bond for C. D., this 20th day of April, A. D. 1864. J. K.

**Stamps.**—See Form No. 126.

### No. 131.

#### Bond of Arbitration.

Know all men by these presents: That I, A. B., of &c., am held and firmly bound to C. D., of &c., in the sum of \$500, lawful money of the United States, to be paid to the said C. D., or to his executors, administrators, or assigns, for which payment to be well and faithfully made, I bind myself, my heirs, executors, and administrators, firmly, by these presents. Sealed with my seal; dated the            day of            , A. D. 1859.



The condition of this obligation is such, that if the above-bounden A. B., his heirs, executors, and administrators, shall and do, in all things, well and truly abide by, perform, fulfil, and keep the award, order, arbitrament, and final determination of M. N., O. P., and Q. R., of &c., arbitrators as well on the part and behalf of the above-bounden A. B., as of the above-named C. D., to arbitrate, award, order, judge, and determine, of and concerning all and all manner of action and actions, cause and causes of actions, suits, bills, bonds,



specialties, judgments, executions, quarrels, controversies, trespasses, damages, and demands whatsoever, at any time heretofore had, made, moved, brought, commenced, sued, prosecuted, done, suffered, committed, or depending by and between the said parties, so as the said award be made in writing, under the hands of the said M. N., O. P., and Q. R., or any two of them, and ready to be delivered to the said parties in difference, or such of them as shall desire the same, on or before the                      day of                      , then this obligation to be void, or else to remain in full force.

A. B. [L. s.]

C. D. [L. s.]

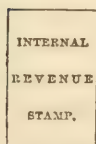
Sealed and delivered, in the presence of }  
Y. Z. }

Stamps.—See Form No. 126.

### No. 132.

#### Condition of Bond on a Special Submission to Arbitration.

The condition of the above obligation is such: That if the above-bounden A. B. shall well and truly submit to the decision of M. N., O. P., and Q. R., named, selected, and chosen arbitrators, as well by and on the part and behalf of the said A. B., as of the said C. D., between whom a controversy exists, to hear all the proofs and allegations of the parties, of and concerning a certain mining claim, made by and between them, at the Town of                      , aforesaid, on the                      day of, &c., and all matters relating thereto; so as the award be made, &c.

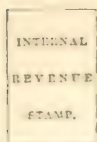


Stamps.—See Form No. 126.

## No. 133.

## Bond to Produce Bill of Lading.

Know all men by these presents: That we, A. B. and C. D., composing the firm of B. & Co., and E. F. and G. H., of City and County of San Francisco, and State of California, are held and firmly bound unto the owners, master, and consignees of the ship Ocean Cable, in the penal sum of twenty thousand dollars, gold coin of the United States, to be paid unto the said owners, master, or consignees, their executors, administrators, or assigns, to which payment, well and truly to be made, we do bind ourselves, our heirs, executors, and administrators, firmly, by these presents.



The condition of this obligation is such, that, whereas M. & Co. claim to be the true and lawful consignees of certain goods, wares, and merchandise, now on board the ship Ocean Cable, of which they hold no valid bill of lading, now, in consideration of the delivery of said goods to the said B. & Co., by M. & Co., the consignees of the said ship Ocean Cable, without presentation of bill of lading: we, the undersigned, hereby agree to furnish to the said consignees of said ship, within ninety days from the date hereof, a proper bill of lading of said goods, duly filled up to the order of said B. & Co., or, in default of furnishing such bill of lading, we hereby agree to hold the said owners, master, and consignees of said ship, harmless against the claims for delivery of any party or parties whatsoever, and bind ourselves to pay to the said owners, master, or consignees, all loss or damage which they may be called upon to pay in consequence of such delivery of said goods to the said B. & Co.

Now, if the said B. & Co. do well and truly fulfil the conditions of the above agreement, then this obligation is to be void and of no effect, otherwise to remain and be in full force and virtue.

In witness whereof, we have hereunto set our hands and seals, this      day of      , eighteen hundred and sixty-four.

In presence of }  
L. M. }

A. B. [L. s.]

C. D. [L. s.]

E. F. [L. s.]

G. H. [L. s.]

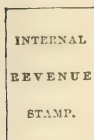
See Custom House.

Stamps.—See Form No. 126.

## No. 134.

## Bond to Discharge Bond and Mortgage.

Know all men, &c.: Whereas the said C. D., and E. his wife, have this day conveyed to the said A. B., by warranty deed, duly executed, and bearing even date herewith, the following described premises, to wit: all, &c.



[Description.]

Subject, however, to the covenants and conditions contained in a certain Indenture of Mortgage, bearing date the

day of           , 1864, executed by the said C. D., and E. his wife, to S. V. R., of the City and County of Sacramento, for the purpose of securing the payment, in gold coin of the United States, of the sum of           dollars, in five years from the day of the date thereof, with semi-annual interest, as covenanted to be paid by the conditions of a bond, of like date therewith, executed by the said C. D. to the said S. V. R., which said mortgage is a lien upon the premises aforesaid, and was recorded in the office of the County Recorder of the County of Sacramento, on the           day of           , 1864, at pages 21 and 22 of Book 90 of Mortgages, at 10 o'clock A. M., and upon which there is now remaining due and unpaid, the said principal sum of           dollars, with interest from the           day of           , last past: Now, therefore, the condition of the above obligation is such, that if the said A. B., his heirs, executors, or administrators, shall well and truly pay, or cause to be paid, in gold coin of the United States, unto the said S. V. R., or his assigns, all such sum and sums of money as are, or may hereafter become due, on the said bond and mortgage, executed by the said C. D., and the said C. D., and E. his wife, as aforesaid, and forever satisfy and discharge the same, saving the said C. D., his heirs, executors, and administrators, harmless, of and from all and all manner of costs, charges, and expenses, in the premises, then the above obligation to be void; else to remain in full force and virtue.

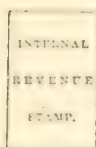
Sealed, &c.

Stamps.—See Form No. 126.

## No. 135.

## Bottomry Bond.

Know all men by these presents: That I, A. B., now master and commander of the ship or vessel called the Hercules, of the burden of one thousand tons, or thereabouts, now lying in the port of \_\_\_\_\_, am held and firmly bound unto C. D., in the sum of ten thousand dollars, lawful money of the United States of America, to be paid to the said C. D., or to his certain attorney, executors, administrators, or assigns; for which payment well and truly to be made, I bind myself, my heirs, executors, and administrators, and also the said vessel, her tackle, apparel, and furniture, firmly, by these presents. Sealed with my seal, at



\_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, in the year of our Lord one thousand eight hundred and fifty-nine. Whereas the above-bounden A. B. has been obliged to take up and borrow, and has received of the said C. D., for the use of the said vessel, and for the purpose of fitting the same for sea, the sum of ten thousand dollars, lawful money of the United States of America, which sum is to be and remain as a lien and bottomry on the said vessel, her tackle, apparel, and furniture, from the port of \_\_\_\_\_, on a voyage to the port of \_\_\_\_\_, at the rate or premium of \_\_\_\_\_ per cent. for the voyage. In consideration whereof, all risks of the seas, rivers, enemies, fires, pirates, &c., are to be on account of the said C. D. And for the better security of the said sum and premium, the said master does by these presents hypothecate and assign over to the said C. D., his heirs, executors, administrators, and assigns, the said vessel, her tackle, apparel, furniture, &c. And it is hereby declared, that the said vessel Hercules is thus hypothecated and assigned over, for the security of the money so borrowed and taken up as aforesaid, and shall be delivered for no other use or purpose whatever, until this bond is first paid, together with the premium hereby agreed to be paid thereon.

Now the condition of this obligation is such, that if the above-bounden A. B. shall well and truly pay, or cause to be paid, unto the said C. D., or to his attorney legally authorized to receive the same, his or their executors, administrators, and assigns, the just and full



sum of one thousand dollars, lawful money as aforesaid, being the sum borrowed, and also the premium aforesaid, at or before the expiration of thirty days after the arrival of the said vessel at the said port of , then this obligation, and the said hypothecation, to be void and of no effect; otherwise to remain in full force and virtue. Having signed and executed these bonds of the same tenor and date, one of which being accomplished, the others to be void and of no effect.

A. B. [L. s.]

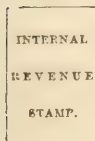
Signed, sealed, and delivered, in the presence of }  
E. F. }

Stamps.—See Form No. 126.

### No. 136.

#### Bond of an Officer of a Company.

Know all men, &c.: Whereas the above-bounden A. B. has been chosen and appointed treasurer of the Company, by reason whereof divers sums of money, goods and chattels, and other things, the property of the said company, will come into his hands: Now, therefore, the condition of the above obligation is such, that if the said A. B., his executors, or administrators, at the expiration of his said office, upon request to him or them made, shall make or give unto the said company, or their agent or attorney, a just and true account of all such sum or sums of money, goods and chattels, and other things, as have come into his hands, charge, or possession, as treasurer, as aforesaid, and shall and do pay and deliver over to his successor in office, or any other person duly authorized to receive the same, all such balances, or sums of money, goods and chattels, and other things, which shall appear to be in his hands, and due by him to the said company; and if the said A. B. shall well and truly, honestly and faithfully, in all



things, serve the said company, in the capacity of treasurer, as aforesaid, during his continuance in office, then the above obligation to be void; else to remain in full force and virtue.

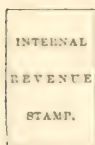
Sealed, &c.

Stamps.—See Form No. 126.

### No. 137.

#### Bond of Treasurer or Trustee of an Association.

Know all men by these presents: That we, J. D., as principal, and R. R. and I. S., as sureties, all of the City and County of *San Francisco*, State of *California*, are held and firmly bound unto H. H. and T. S., both of the said city and county, in the sum of *one thousand* dollars, gold coin of the United States, to be paid unto the said H. H. and T. S., or their successors in office, or their certain attorneys, executors, administrators, or assigns; to which payment, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, and administrators, firmly, by these presents. Sealed with our seals, and dated the *twenty-fifth* day of *December*, one thousand eight hundred and sixty-four.



The condition of this obligation is such, that whereas the above-named J. D. has been chosen by an *association*, known as the *Union League*, treasurer [*or one of the trustees*] of said *association*, by reason whereof, and as such treasurer [*or trustee*], he will receive into his hands and possession divers sums of money, goods and chattels, and other things, the property of said *association*; and is bound to keep true and accurate accounts of said property, and of his receipts and disbursements for and on account of said *association*.

Now, therefore, if the said J. D. shall well and truly perform all and singular the duties of treasurer [*or trustee*] of said *association*, for and during his official term, and until he shall deliver all the property which he may receive as such treasurer [*or trustee*] to his

successor in said office, or to such other person as the said *association*, or its authorized officers, may direct, according to the provisions of the constitution, by-laws, rules, and regulations, of said *association* now existing, or which may be by said *association* adopted; and shall keep true and just accounts of all property belonging to the said *association* that may come to his hands; and shall exhibit and submit to the said *association*, or to the persons by them thereunto appointed, his said accounts, and the vouchers therefor, whenever he shall be thereto properly requested; and shall, at the expiration of his term of office, by any cause whatever, deliver up to his successor in office all the property of the said *association* that may be found to remain in his hands, and his books of accounts, and the vouchers thereunto belonging—then this obligation shall be null and void; otherwise to remain in full force and virtue.

J. D. [L. s.]

R. R. [L. s.]

I. S. [L. s.]

Signed, sealed, and delivered, in  
the presence of      J. S. }  
                                 A. B. }

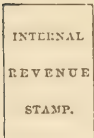
Stamps.—See Form No. 126.

---

### No. 138.

#### Bond to a Corporation

Know all men by these presents: That I, A. B., of *&c.*, am held and firmly bound unto the San Francisco Gas Company, in the sum of one thousand dollars, gold coin of the United States of America, to be paid to the said San Francisco Gas Company, or assigns; for which payment, well and truly to be made, I bind myself, my heirs, executors, and administrators, firmly, by these presents.



Scaled with my seal. Dated the      day of      , one  
thousand eight hundred and sixty-four.

The condition of the above obligation is such, that if the above-bounden A. B., his heirs, executors, or administrators, shall well and truly pay, or cause to be paid, unto the above-named San Francisco Gas Company, or assigns, the just and full sum of, &c.

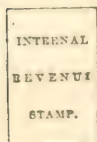
Stamps.—See Form No. 126.

### No. 139.

BLANK PUBLISHED.

#### Bond for a Deed.

Know all men by these presents: That *we, J. J. Maquie, and J. B. S. Sturgeon, of Santa Barbara, County of Santa Barbara, and State of California,* are held and firmly bound unto *J. A. Thompson, of said Santa Barbara,* in the sum of *five thousand* dollars, *gold coin* of the United States of America, to be paid to the said *J. A. Thompson, his* executors, administrators, or assigns; for which payment well and truly to be made, *we bind ourselves, our and each of our* heirs, executors, and administrators, *jointly and severally,* firmly, by these presents. Sealed with *our* seals, and dated the *twentieth* day of *May*, A. D. one thousand eight hundred and sixty-*four*.



The condition of this obligation is such, that if the above-bounden obligors shall, on the *third* day of *January*, A. D. one thousand eight hundred and sixty-*four*, make, execute, and deliver unto the said *J. A. Thompson* (provided that the said *J. A. Thompson* shall, on or before that day, have paid to the said obligors the sum of *two thousand and five hundred* dollars, *gold coin of the United States*, the price by said *J. A. Thompson* agreed to be paid therefor), a good and sufficient conveyance *in fee-simple, with the usual covenants*, of all that certain lot, piece, or parcel of land, situate, lying, and being in the *Town of*



*Santa Baikata*, County of *Santa Baikata*, and State of California, and bounded and particularly described as follows, to wit:

[*Description.*]

then this obligation to be void; otherwise to remain in full force and virtue.

*J. J. Maquie.* [L. S.]

*S. R. J. Sturgeon.* [L. S.]

Signed, sealed, and delivered, in the presence of }

*Charles Thompson.*

*Thomas Spiaque.*

**Acknowledgment.**—See Form No. 71.

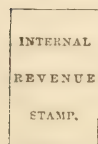
**Recording.**—See Form No. 71.

**Stamps.**—See Form No. 126.

No. 140.

### Bond of Indemnity.

Know all men by these presents: That I, Cornelius Vanderbilt, of the City of New York, in the State of New York, am held and firmly bound unto Albert Dibblee, of the City of San Francisco, in the State of California, in the sum of five thousand two hundred and seventy-five dollars, gold coin of the United States of America, to be paid to the said Albert Dibblee, his executors, administrators, or assigns, for which payment, well and truly to be made, I bind myself, my heirs, executors, and administrators, firmly, by these presents. Sealed with my seal. Dated the       day of January, in the year of our Lord one thousand eight hundred and sixty-four.



Whereas, heretofore, one B. Frederick Moses filed his bill in the District Court of the United States for the Northern District of California, against the steamship *Cortes*, upon cause of action alleged to have accrued to him in the early part of the year 1862; and whereas, such proceedings were afterward had in said cause, in said court, that a judgment or decree was made and entered therein, on the 29th day

of December, A. D. 1863, that the said Moses do recover in said action the sum of two thousand four hundred and fifty-nine dollars, for his damages therein, and also the sum of one hundred and seventy-one dollars and fifty cents, for his costs of said action, and that the said steamship be condemned and sold to satisfy him for his said damages and costs; and whereas, at the time when said alleged cause of action accrued, the above-bounden obligor was the mortgagee and owner of the said steamship, and liable ever for the payment of such damages and costs; and whereas an appeal has been taken from the said judgment or decree, to the Circuit Court of the United States for the districts of California; and whereas the said above-bounden obligor has applied to the above-named obligee to become one of the sureties in the stipulation to be given on the said appeal, to stay the execution of said decree, and abide the judgment and decree of the appellate court; and whereas the said obligee has consented to become such surety, upon being indemnified against all loss or damage by reason thereof, and has executed and acknowledged the necessary stipulations on such appeal:

Now the condition of this obligation is such, that if the said obligor, the said Cornelius Vanderbilt, and his heirs, executors, and administrators, shall and do, at all times hereafter, well and truly save and keep the said obligee, Albert Dibblee, his executors and administrators, harmless of and from all actions, costs, damages, and counsel fees, of and from, and by reason of or growing out of, such suretiship, and shall well and truly repay, or cause to be repaid, to the said obligee, his executors or administrators, on demand, any and all such sum and sums of money that he may be required to pay as such surety as aforesaid, then this obligation to be void; else to remain in full force and virtue.

C. VANDERBILT. [L. S.]

By A. B., his Attorney in fact.

Sealed and delivered, in the }  
presence of }  
M. N. }

Stamps.—See Form No. 126.

## No. 141.

## Bond of Indemnity on Paying Lost Note.

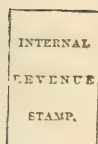
Know all men, &c.: Whereas the said C. D., on the            day of           , 1864, did make, execute, and deliver unto the above-bounden A. B., for a valuable consideration, his promissory note, for the sum of one hundred dollars, gold coin of the United States, written due and payable on or before the            day of           , then next, with interest, which said promissory note the said A. B., since the delivery of the same to him, as aforesaid, has in some manner, to him unknown, lost out of his possession; and whereas the said C. D. has this day paid unto the said A. B. the sum of            dollars, the receipt whereof the said A. B. does hereby acknowledge, in full satisfaction and discharge of the said note, upon the promise of the said A. B. to indemnify and save harmless the said C. D. in the premises, and to deliver up the said note, when found, to the said C. D., to be canceled: Now, therefore, the condition of this obligation is such, that if the above-bounden A. B., his heirs, executors, or administrators, or any of them, do and shall, at all times hereafter, save and keep harmless the said C. D., his heirs, executors, and administrators, of, from, and against the promissory note aforesaid, and of and from all costs, damages, and expenses that shall or may arise therefrom; and also deliver, or cause to be delivered up, the said note, when found, to be canceled, then this obligation to be void; else to remain in full force and virtue.

Sealed, &c.

A. B. [L. S.]

E. F. [L. S.]

Stamps.—See Form No. 126.



## No. 142.

## Bond of Indemnity to a Surety in a Bond.

Know all men, &c.: Whereas the said C. D., at the special instance and request of the above-bounden A. B., has bound himself, together with the said A. B., unto one E. F., of, &c., in a certain obligation, bearing even date herewith, in the penal sum of one thousand dollars, gold coin of the United States, conditioned for the payment, in like gold coin, of the sum of five hundred dollars, due and owing by the said A. B. to the said E. F., on, &c. [*as in the bond; or, if a bail-bond be referred to, say—*conditioned for the appearance of the said A. B., &c.]: Now, therefore, the condition of the above obligation is such, that if the said A. B. shall well and truly perform and fulfil the condition of the said bond executed to the said E. F., in manner and form as he is therein required to do, and at all times hereafter save harmless the said C. D., his heirs, executors, and administrators, of and from the said obligation, and of and from all actions, costs, and damages, for or by reason thereof, then this obligation to be void; else to remain in full force and virtue.

Sealed, &c.

Stamps.—See Form No. 126.

## No. 143.

## Legatee's Bond.

Know all men by these presents: That we, A. B., of, &c., principal, and C. D. and O. P., of, &c., sureties, are held and firmly bound unto E. F. and L. M., of, &c., executors of the last will and testament of S. T., deceased, late of the Town of \_\_\_\_\_, in the sum of one thousand dollars, gold coin of the United States, to be paid to the said E. F. and L. M., executors, as aforesaid, the survivors or survivor, or his or their as-



signs; for which payment, well and truly to be made, we bind ourselves, our and each of our heirs, executors, and administrators, jointly and severally, firmly, by these presents.

Sealed with our seals. Dated the       day of       , one thousand eight hundred and sixty-four.

Whereas, in and by the last will and testament of the said S. T., deceased, a legacy of one thousand dollars is bequeathed to the said A. B., which has been paid to him by the said E. F. and L. M., executors as aforesaid:

Now the condition of this obligation is such, that if any debts against the deceased, above named, shall duly appear, and which there shall be no other assets to pay, and if there shall be no other assets to pay other legacies, or not sufficient, then the said A. B. shall refund the legacy so paid, or such ratable proportion thereof, with the other legatees of the deceased, as may be necessary for the payment of such debts, and the proportional parts of other legacies, if there be any, and the costs and charges incurred by reason of the payment of the said A. B.; and that if the probate of the will of the said deceased be revoked, or the will declared void, then the said A. B. shall refund the whole of the legacy, with interest, to the said E. F. and L. M., their executors, administrators, or assigns.

Sealed, &c.

A. B. [L. s.]

C. D. [L. s.]

O. P. [L. s.]

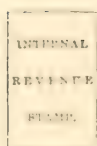
Stamps.—See Form No. 126.

---

### No. 144.

#### Official Bond.—General Form.

Know all men by these presents, that we, A. B., as principal, and C. D. and E. F., of, &c., as sureties, are held and firmly bound unto



the State of California [*or, the officer or officers to whom the bond is to be given*], in the penal sum of        dollars, for which payment, well and truly to be made, we bind ourselves, our and each of our heirs, executors, and administrators, jointly and severally, firmly, by these presents.

Sealed with our seals, and dated the        day of        , A. D. 1859.

Whereas, the above-bounden A. B. has been appointed [*or, elected*] to the office of [*give the title of the office*]: Now, therefore, the condition of the above obligation is such, that if the said A. B. shall well and truly, and faithfully perform and execute the duties of [*title of the office, or, his trust*], according to law, and according to the requirements of any law to be hereafter enacted, then the above obligation to be void; else to remain in full force.

Signed and sealed, in the presence of }	A. B.	[L. s.]
	C. D.	[L. s.]
	G. H.	E. F. [L. s.]

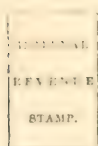
**Stamps.**—See Form No. 126.

[There must be justification of sureties, and approval in accordance with law. See Gen. Laws. 447.]

### No. 145.

#### Official Bond for the City and County of San Francisco.

Whereas, A. B., at the general election held on the first day of September, 1858, was elected to the office of public administrator, in and for the City and County of San Francisco, State of California; and whereas the said A. B. is required by law to file an official bond previous to entering upon the duties of said office; and whereas the amount of such bond has been fixed at fifty thousand dollars:



Now, therefore, know all men by these presents: That we, A. B., of the City and County of San Francisco, as principal, and C. D. and E. F., residents and freeholders of the said city and county, as sureties, are jointly and severally bound and indebted unto the State of California in the sum of thirty thousand dollars, a portion of the said sum of fifty thousand dollars.

And we, the said A. B., of the said city and county, as principal, and G. H. and J. K., residents and householders of the said city and county, as sureties, are jointly and severally held, and bound, and indebted unto the State of California in the sum of ten thousand dollars, a portion of the said sum of fifty thousand dollars.

And we, the said A. B., of the said city and county, as principal, and L. M., resident and freeholder, and N. O., resident and householder, of the said city and county, as sureties, are jointly and severally held, and bound, and indebted unto the State of California in the sum of five thousand dollars, a portion of the said sum of fifty thousand dollars.

And we, the said A. B., of the said city and county, as principal, and P. Q., resident and householder, and R. S., resident and freeholder, of the said city and county, as sureties, are jointly and severally held, and bound, and indebted unto the State of California in the sum of five thousand dollars, a portion of the said sum of fifty thousand dollars, lawful money of the United States of America; for the payment of which several sums of money, well and truly to be made, the parties jointly and severally indebted herein as aforesaid, jointly and severally bind themselves, their heirs, executors, and administrators, firmly, by these presents, sealed with our seals, and dated this fifteenth day of September, in the year of our Lord one thousand eight hundred and fifty-nine.

The condition of this obligation is such, that if the above-bounden A. B. shall well, truly, and faithfully perform and execute the duties of public administrator of the City and County of San Francisco, as required by law, as well those which may be required of him by any law now existing, as those which may be required by any law enacted subsequently to the execution of this bond, then this obligation to be void; otherwise, to be and remain in full force and effect.

Signed and sealed, in the presence of } E. W. BUER.	A. B.	[L. s.]	L. M.	[L. s.]
	C. D.	[L. s.]	N. O.	[L. s.]
	E. F.	[L. s.]	P. Q.	[L. s.]
	G. H.	[L. s.]	R. S.	[L. s.]
	J. K.	[L. s.]		

**Stamps.**—See Form No. 126.

[For justification of sureties, see Form No. 5, and Statutes of 1859, page 142.]

No. 146.

## Notary's Bond,

Know all men by these presents: That we, R. H. Sinton, as principal, and C. K. Garrison, Austin E. Smith, and George H. Hossefross, as sureties, all of the City of San Francisco, State of California, the said Sinton in the sum of five thousand dollars, and the said sureties in the following named sums, viz.: C. K. Garrison for five thousand dollars, and A. E. Smith and George H. Hossefross for the sum of twenty-five hundred dollars each, making, in the aggregate, the whole penal sum of five thousand dollars, lawful money of the United States, to be paid to the said State of California; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly, by these presents, sealed with our seals, and dated this 26th day of March, A. D. 1859.

The condition of the above obligation is such, that whereas, John B. Weller, Governor of California, has appointed and commissioned the above-bounden R. H. Sinton a notary public, in and for the City and County of San Francisco, by commission dated the 23d day of March, A. D. 1859: Now, therefore, if the said R. H. Sinton shall well and truly perform the duties of a notary public, as aforesaid, during his incumbency of said office under and by virtue of the commission aforesaid, according to law, and shall faithfully discharge all duties which may be required of him by any law enacted subsequently to the execution of this bond, then this obligation shall become void; otherwise, to remain in full force and effect.

Witness our hands and seals, this 26th day of March, 1859.

R. H. SINTON. [L. s.]

C. K. GARRISON. [L. s.]

A. E. SMITH. [L. s.]

GEO. H. HOSSEFROSS. [L. s.]

**Stamps.**—See Form No. 126.

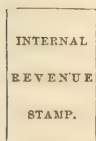
[For justification of sureties, see Form No. 4. See also Gen. Laws, 4692.]



No. 147.

## A Respondentia Bond.

Know all men by these presents: That we, J. B., commander of the steamship L. S., in the service of the United States Mail Company, and C. R., of San Francisco, are held and firmly bound to G. L., of the same place, in the sum or penalty of fifteen thousand dollars, gold coin of the United States, to be paid to the said G. L., or to his certain attorney, executors, administrators, or assigns; to which payment, well and truly to be made, we bind ourselves, jointly and severally, our heirs, executors, and administrators, firmly, by these presents.



Scaled with our seals, and dated this fourth day of May, in the year one thousand eight hundred and sixty-four.

Whereas the above-named G. L. has, on the day of the date above written, advanced and lent unto the said J. B. and C. R. the sum of seven thousand five hundred dollars, gold coin of the United States, upon the goods, and merchandises, and effects, laden and to be laden on board the good steamship or vessel called the L. S., of the burden of two thousand one hundred tons, or thereabouts, now riding at anchor in the Bay of San Francisco, outward bound to , and whereof J. B. is the commander, by his acceptance of a bill of exchange to that amount, at four months date, for the account of them, the said J. B. and C. R. Now the condition of this obligation is such, that if the said steamship or vessel do and shall, with all convenient speed, proceed and sail from and out of the said Bay of San Francisco, on a voyage to , and from thence do and shall sail, return, and come back into the said Bay of San Francisco, at or before the end and expiration of twelve calendar months, to be accounted from the day of the date above written, and there to end her said intended voyage (the dangers and casualties of the seas excepted); and if the said J. B. and C. R., or either of them, their or either of their heirs, executors, or administrators, do and shall, within thirty days next after the said ship or vessel shall have arrived at her moorings in the said Bay of San Francisco from her said intended voyage,

or at or upon the end and expiration of the said twelve calendar months, to be accounted as aforesaid (which of the said times shall first and next happen), well and truly pay, or cause to be paid, unto the said G. L., his executors, administrators, or assigns, the full sum of nine thousand dollars, gold coin of the United States, together with sixty-two dollars fifty cents of like money per calendar month, for each and every calendar month, and so proportionately for a greater or lesser time than a calendar month, for all such time and so many calendar months as shall have elapsed and run out of the said twelve calendar months, over and above two calendar months, to be accounted from the day of the date above written; or if, in the said voyage, and within the said twelve calendar months, to be accounted as aforesaid, an utter loss of the said steamship or vessel, by fire, enemies, men-of-war, or any other casualties, shall unavoidably happen; and the said J. B. and C. R., their heirs, executors, or administrators, do and shall, within six calendar months next after such loss, well and truly account for (upon oath, if required), and pay unto the said G. L., his executors, administrators, or assigns, a just and proportionable average on all the goods and effects of the said J. B., carried from the United States on board the said ship or vessel, and the net proceeds thereof; and on all other goods and effects which the said J. B. shall acquire during the said voyage, for and by reason of such goods, merchandises, and effects, and which shall not be unavoidably lost; then the above-written obligation to be void and of no effect; else to stand in full force and virtue.

Stamps.—See Form No. 126.

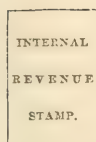
---

No. 148.

BLANK PUBLISHED.

**Sheriff's Indemnity Bond on Attachment.**

Know all men by these presents: That we, *John Doe, of the City and County of San Francisco*, as principal, and



*Richard Bee and John Smith, of said city and county*, as sureties, are held and firmly bound unto *Henty L. Davis*, Sheriff of the said *City and County of San Francisco*, State of California, in the sum of *one thousand* dollars, *lawful money* of the United States of America, to be paid to the said sheriff, or his certain attorney, executors, administrators, or assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly, by these presents.

Sealed with our seals, and dated the *24th* day of *August*, A. D. 1864.

Whereas, under and by virtue of a Writ of Attachment issued out of the District Court of the *Fourth* Judicial District of the State of California, in and for the *City and County of San Francisco*, in an action wherein the said *John Dee* is plaintiff, and *Ezia Styles* defendant, against said defendant, directed and delivered to said *Henty L. Davis*, Sheriff of the *City and County of San Francisco*, the said sheriff was commanded to attach and safely keep all the property of said defendant within his county not exempt from execution, or so much thereof as may be sufficient to satisfy the plaintiff's demand; amounting to *one thousand* dollars, *lawful money of the United States*, as therein stated, and the said sheriff did thereupon attach the following described goods and chattels, viz.:

[Description.]

And whereas, upon the taking of the said goods and chattels by virtue of the said writ, *one Nathaniel Butts* claimed the said goods and chattels as *his* property, and thereupon a jury was summoned by the said sheriff to try such claim, which said jury have by their finding decided in favor of said claimant. And whereas, the said plaintiff, notwithstanding such finding, requires of said sheriff that he shall retain said property under such attachment and in his custody:

Now, therefore, the condition of this obligation is such, that if the said *John Dee, Richard Bee, and John Smith*, their heirs, executors, and administrators, shall well and truly indemnify and save harmless the said sheriff, his heirs, executors, and adminis-

trators, of and from all damages, expenses, costs, and charges, and against all loss and liability which he, the said sheriff, his heirs, executors, or administrators, shall sustain or in any wise be put to, for or by reason of the attachment, seizing, levying, taking, or retention by the said sheriff, in his custody, under said attachment, of the said property claimed as aforesaid, then the above obligation to be void, otherwise to remain in full force and virtue.

*John Doe.* [L. S.]

*Richard Roe.* [L. S.]

*John Smith.* [L. S.]

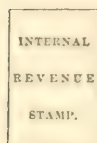
Signed, sealed, and delivered, in the presence of

*John Jones.*  
*Paul Brown.*

State of California,

*City and County of San Francisco,* } ss.

*Richard Roe* and *John Smith*, whose names are subscribed as the sureties to the above bond, being severally duly sworn, each for himself, says, that he is a resident and householder of the *City and County of San Francisco*, and is worth the sum in the said bond specified as the penalty thereof, over and above all his just debts and liabilities, exclusive of property exempt from execution.



*Richard Roe.*

*John Smith.*

Subscribed and sworn to before me, this

day of , A. D. 1864.

*Mark Tapley, Notary Public.*

(Notarial Seal.)

Stamps.—See Form No. 126; also Form No. 1.



No. 149.

BLANK PUBLISHED.

## Sheriff's Indemnity Bond on Execution.

Know all men by these presents: That we, *John Doe, of the City and County of San Francisco*, as principal, and *Richard Roe and John Smith, of said city and county*, as sureties, are held and firmly bound unto *Henry L. Davis*, Sheriff of the said City and County of *San Francisco*, in the sum of *one thousand* dollars, *lawful money* of the United States of America, to be paid to the said sheriff, or his certain attorney, executors, administrators, or assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly, by these presents. Sealed with our seals, and dated the *22d* day of *August*, A. D. 186*4*.

Whereas, under and by virtue of a Writ of Execution, issued out of the *District Court of the Fourth Judicial District of the State of California*, in and for the *City and County of San Francisco*, in an action wherein the said *John Doe* is plaintiff, and *Ezia Styles* defendant, against said defendant, directed and delivered to said *Henry L. Davis*, Sheriff of the *City and County of San Francisco*, the said sheriff was commanded to satisfy the judgment, *in gold coin of the United States*, with interest, out of the personal property of such defendant within his county not exempt from execution; and if sufficient personal property could not be found, then out of the real property belonging to *him* on the day when the said judgment was docketed, or at any time subsequently, the said sheriff did thereupon levy upon and take into his possession the following described goods and chattels:

[Description.]

And whereas, upon the taking of the said goods and chattels by virtue of the said writ, *one Nathaniel Butts* claimed the said goods and chattels as *his* property, and thereupon a jury was summoned by the said sheriff to try such claim, which said jury have by their finding decided in favor of said claimant. And whereas, the

said plaintiff, notwithstanding such finding, requires of said sheriff that he shall retain said property under such levy and in his custody :

Now, therefore, the condition of this obligation is such, that if the said *John Doe, Richard Roe, and John Smith*, their heirs, executors, and administrators, shall well and truly indemnify and save harmless the said sheriff, his heirs, executors, administrators, and assigns, of and from all damages, expenses, costs, and charges, and against all loss and liability which he, the said sheriff, his heirs, executors, administrators or assigns, shall sustain or in any wise be put to, for or by reason of the levy, taking, sale, or retention by the said sheriff, in his custody, under said execution, of the said property claimed as aforesaid, then the above obligation to be void; otherwise to remain in full force and virtue.

*John Doe.* [L. S.]

*Richard Roe.* [L. S.]

*John Smith.* [L. S.]

Signed, sealed, and delivered, in the presence of }

*John Jones.*  
*Paul Brown.* }

Stamps.—See Form No. 126.

---

BOTTOMRY.—See Bond.

## By-Laws.

No. 150.

By-Laws of Incorporated Company.

B Y - L A W S

OF THE

---

*Company.*

### Article I.—CORPORATE POWERS.

The corporate powers of this Company shall be vested in a Board of Trustees, and the other officers of the Company shall be a President, Secretary, and Treasurer.

### Article II.—ELECTION OF TRUSTEES.

On the \_\_\_\_\_ of each year, a meeting of the Stockholders shall be held, at which the Trustees of the Corporation shall be elected by ballot, to serve for one year. Their term of office shall begin immediately after election.

### Article III.—MEETINGS.

All meetings of the Stockholders shall be called by a notice to be published in a daily newspaper published in the City of San Francisco, once a week for four weeks, and it shall be the duty of the Secretary to notify the Stockholders residing in the vicinity of the mine, by mail or express, of such meeting.

### Article IV.—VACANCIES.

Vacancies in the Board of Trustees shall be filled by the other Trustees in office, and such persons shall hold office until the first regular meeting of the Stockholders for the election of officers thereafter.





The President only shall sign all certificates of stock, and all contracts and other instruments of writing which have been first approved by the Board of Trustees. He shall draw all checks or warrants on the Treasurer. He shall preside and have the casting vote at all meetings of the Stockholders or Trustees. He shall call special meetings of the Company whenever he deems it for the interest of the Company to do so. And generally, shall discharge such other duties as may be required of him by the By-Laws of the Company.

#### Article VIII.—TREASURER.

It shall be the duty of the Treasurer to keep safe all the moneys and bullion belonging to the Company, and to disburse the same under the direction of the Board of Trustees, and in conformity to the By-Laws of the Company. At each quarterly meeting of the Stockholders he shall submit a statement of his accounts, with proper vouchers, and at the annual meeting in January a complete summary of them: He shall make no payments except on a warrant or check drawn by the President, and countersigned by the Secretary. He shall discharge such other duties as pertain to his office, and as are prescribed by the Board of Trustees.

#### Article IX.—SECRETARY.

It shall be the duty of the Secretary to keep a record of the proceedings of the Board of Trustees and the Stockholders. He shall keep the book of blank certificates of stock, fill up and countersign all certificates issued, and make the corresponding entries in the margin of such book on such issuance. He shall keep a stock ledger in debit and credit form, showing the number of shares issued to and transferred to any Stockholder, and the dates of such issuance and transfer. He shall discharge such other duties as are prescribed by the Board of Trustees.

#### Article X.—ASSESSMENTS.

All assessments exceeding \_\_\_\_\_ per cent. on the capital stock, shall be made at a regular meeting of the Stockholders, or a special one called by the President. (One-half of all the stock issued must be represented to constitute a quorum

—votes by written proxy being allowed.) Trustees are hereby authorized to make assessments not exceeding \_\_\_\_\_ per cent. on the capital stock of the Company.

#### Article XI.—SALES FOR ASSESSMENTS.

All sales for assessments must be made in conformity with the laws of the State of California, regulating the same. And a majority in number of said Trustees, and a majority in number of their successors in office, in consideration of the services to be performed by them for this Corporation and the issuance of said stock, are hereby nominated, constituted, and appointed, the attorneys irrevocable of each and every Shareholder in said Corporation, and duly empowered to make sales of shares of stock for the non-payment of assessments as above provided, and as such attorneys to make transfers of stock or shares so sold to such highest bidder.

#### Article XII.—BOOKS AND PAPERS.

The books and papers in the office of the Secretary and Treasurer shall be at all times in business hours subject to the inspection of the Board of Trustees and of any Stockholder.

#### Article XIII.—SUPERINTENDENT.

A General Superintendent shall be elected by the Board of Trustees, to be removable at their pleasure. It shall be his duty to reside at the mine, and take charge of all the property there belonging to the Company, and to control and direct all labor and business pertaining to the interest and operations of the Company, subject, so far as practicable, to the advice of the Trustees residing either at the mine or in San Francisco, and entirely subject to the Board of Trustees. To make monthly returns to the Board of Trustees of all persons hired or employed at the mine, and of their wages, and a statement of all expenditures accompanying the same, with the necessary vouchers, duplicates of which he shall keep, and a similar statement of ore extracted and forwarded, and report the general condition of the mining work. Should he require funds, he shall make a requisition upon the Board of Trustees therefor, stating the precise object for which they are required. If approved by the Board of Trustees, the money shall

be transmitted to him in such manner as they may direct; or he may provide funds by the sale of ore, if so authorized.

#### Article XIV.—COMPENSATION.

Neither the President, Treasurer, nor any Trustee, shall receive any compensation for his services, but they shall be allowed their reasonable traveling expenses while actually engaged in the business of the Company, to be audited and allowed as in other cases. The salaries of the Secretary and Superintendent shall be fixed, as to amount, by the Board of Trustees.

#### Article XV.—CONTRACTS.

No contract by any officer of the Company, other than for work and labor, and materials, shall be valid without the previous approval or subsequent ratification of the Board of Trustees.

#### Article XVI.—CERTIFICATES OF STOCK.

Certificates of Stock shall be of such form and device as the Board of Trustees may direct, and each such certificate shall be signed by the President and countersigned by the Secretary, and express on its face its number, date of issuance, and the number of shares for which, and the person to whom, it is issued.

#### Article XVII.—TRANSFER OF STOCK.

Shares in the Company may be transferred at any time by the holders thereof, or by any attorney legally constituted, or by their legal representatives. The transfer shall be made by endorsement on the certificate of stock, and surrender of the same; provided, that such transfer shall not be valid, except between the parties thereto, until the same shall have been noted in proper form on the stock-ledger of the Company. The surrendered certificate shall be canceled by the Secretary before a new one is issued in lieu thereof, the Secretary preserving the certificate so canceled as a voucher. And it is also provided that no transfer of stock shall be valid upon which any assessments have been levied, or are due or unpaid, or the holder of which is indebted to the Company on any account whatever, until such assessments or debts are paid or arranged to the satisfaction of the Board of Trustees.

## Article XVIII.—MEETINGS.

The regular annual meeting of the Stockholders shall be held on the \_\_\_\_\_, and the quarterly meetings of the Stockholders on the \_\_\_\_\_, at the office of the Company in San Francisco. No meeting of the Stockholders shall be competent to transact business unless a majority of the stock is represented. The number of \_\_\_\_\_ shall constitute a quorum of the Trustees at all meetings of said Trustees.

## Article XIX.—TIME.

The present Board of Trustees shall hold office until their successors are duly elected.

## Article XX.—VOTING.

At all corporate meetings, each Stockholder shall be entitled to as many votes as he holds shares of stock, and representation by proxy to be filed with the Secretary of the Company.

## Article XXI.—INDEBTEDNESS.

The aggregate indebtedness of this Company or Corporation shall not exceed at any time the sum of \_\_\_\_\_ dollars.

## Article XXII.—AMENDMENTS.

These By-Laws may be altered or amended at any time by a majority in interest of the Stockholders at a public meeting, of which at least thirty days' notice has been given, except Article X., which can only be altered by a vote of two-thirds of all the Stockholders represented in person or by proxy.



## No. 151.

BLANK PUBLISHED.

By-Laws of Incorporated Company.—Another Form.

## B Y - L A W S

OF THE

*"Winter Gold and Silver Mining Company."*

## ARTICLE I.

This Company shall be known as the "*Winter Gold and Silver Mining Company*," and shall have a capital stock of *five hundred thousand* dollars, divided into *five thousand* shares, of the par value of *one hundred* dollars each.

Organization  
of the Com-  
pany.

## ARTICLE II.

The officers shall consist of a President, Vice-President, Officers, Treasurer, Secretary, and *five* Trustees. The President, Vice-President, and the *five* Trustees shall together constitute a "Board of Trustees," who shall have the entire management and direction of all the business and property of the Company.

## ARTICLE III.

SECTION 1. The election of officers provided for in Article II. (with the exception of the Secretary, who shall be appointed by the Board of Trustees), shall be held on the *first Monday of August* of each year. Each share of stock shall be entitled to one vote, and the highest number of votes for any office shall elect. The officers elect shall serve for the term of *one year* from the first day of the next month following their election, and until their successors are elected and qualified.

Election of  
Officers.

SEC. 2. In case of vacancy in the offices of President, Vice-President, Treasurer, or Trustees, it shall be the duty of

Vacancies.

the Board of Trustees to immediately call a meeting of the Stockholders, to fill said vacancy.

#### ARTICLE IV.

Duties of  
Officers:  
President.

SECTION 1. The President shall preside at all meetings of the Trustees or Stockholders. He shall sign, as President, all Certificates of Stock, and all contracts and other instruments in writing, which have been first approved by the Board of Trustees. He shall draw all checks and warrants upon the treasurer.

Vice-Presi-  
dent.

He shall have the casting vote at all meetings of the Stockholders or Trustees. He shall call special meetings of the Board of Trustees or Stockholders, at his discretion. He shall supervise all the officers and employes of the Company, see that their duties are properly discharged, and report to the Board of Trustees any negligence or misconduct of such officers and employes. In the absence of the President, the Vice-President shall perform his duties.

Treasurer.

SEC. 2. It shall be the duty of the Treasurer to keep safely all moneys and bullion belonging to the Company, and disburse the same under the direction of the Board of Trustees, or warrant signed by the President and Secretary. At each annual meeting of the Stockholders, he shall submit a complete statement of his accounts for the past year, with the proper vouchers, for their information. He shall make no payments except on a check, or warrant, drawn by the President, and countersigned by the Secretary. He shall discharge such other duties pertaining to his office as shall be prescribed by the Board of Trustees.

Secretary.

SEC. 3. It shall be the duty of the Secretary to keep a record of the meetings of the Board of Trustees and of the Stockholders. He shall keep the Book of blank Certificates of Stock, fill up and countersign all the certificates issued, and make the corresponding entries on the margin of each book on such issuance. He shall keep a Stock Ledger in due form, showing the number of shares issued to and transferred by any stockholder, and the date of said issu-

ance and transfer. He shall have charge of the corporate seal, and affix the same to all instruments requiring a seal. He shall keep, in the manner prescribed by the Board of Trustees, all the accounts of the company, in books to be provided for that purpose. He shall discharge such other duties as pertain to his office, and as shall be prescribed by the Board of Trustees.

SEC. 4. The Board of Trustees shall have the power, 1. Board of Trustees. To call meetings of the Stockholders when they deem it necessary, giving not less than two weeks notice thereof, in the manner hereinafter provided; and they shall call meetings of Stockholders at any time, upon a written request of persons representing one-third of the capital stock. 2. To appoint and remove at pleasure all employés and agents of the Company, prescribe their duties, fix their compensation, and require from them security for the faithful performance of their duties. 3. To make rules and regulations not inconsistent with the laws of the *State of California*, or the By-Laws of the Company, for the guidance of the officers and management of the affairs of the Company. 4. To declare dividends out of the surplus profit, whenever they shall deem it expedient. 5. To levy and collect such assessments as in their judgment may be necessary for the uses of the Company. 6. To incur such indebtedness as they may deem necessary,—*provided*, however, that no indebtedness over *five thousand* dollars shall at any time be incurred by the Company,—and to authorize the execution by the President and Secretary of any note or obligation for such indebtedness. Powers.

SEC. 5. It shall be the duties of the Board of Trustees, Duties 1. To cause to be kept a complete record of all their meetings and acts, and also of the proceedings of the Stockholders; present a full statement at the regular annual meeting of the Stockholders, showing in detail the assets and liabilities of the Company, and generally the condition of its affairs; a similar statement shall be presented at any other meeting of the Stockholders, when thereto previously

requested by persons representing at least one-third of the capital stock of the Company. 2. To supervise all the acts of the officers and employés, require the Secretary and Treasurer to keep full and accurate books and accounts, and to prescribe the form and mode of keeping such books. 3. To cause to be issued to the Stockholders, in proportion to their several interests, Certificates of Stock, not to exceed in the aggregate the capital stock of the Company—said certificates to be subject to the assessments provided for in Sec. 4 of this article.

## ARTICLE V.

Superintendent.

A General Superintendent shall be appointed by the Board of Trustees, whose duty it shall be, 1. To reside at the mines, and to take charge of all property there belonging to the Company; to control and direct all labor and business pertaining to the interests, objects, and operations of the Company, at their mines in *Coe Mining District, County of Dulac*, subject to the direction and control of the Board of Trustees. 2. To make monthly returns to the Board of Trustees of all persons hired or employed at the mine, and a statement of their wages, and all expenditures of the preceding month, accompanying the same with the necessary vouchers (duplicates of which he shall keep), and a similar statement of ore extracted, and the general condition of the mining operations. 3. To make requisition upon the Board of Trustees for all funds necessary for carrying on the work at the mines, stating the precise object for which they are required—said requisition to be subject to approval by said Board.

## ARTICLE VI.

Compensation.

The members of the Board of Trustees shall receive no compensation for their services as such, but shall be allowed their reasonable traveling expenses, when actually engaged in the business of the Company, to be audited and allowed as in other cases of demands against the Company. The



Secretary and Superintendent shall receive such compensation for their services as the Board of Trustees shall determine.

#### ARTICLE VII.

No contract by any officer of the Company shall be valid, Contracts. without the previous authorization or subsequent ratification of the Board of Trustees.

#### ARTICLE VIII.

SECTION 1. The regular annual meeting of the Stock- Meetings. holders shall be held on the \_\_\_\_\_ of each year, at the office of the Company, in the *City and County of San Francisco*. A representation of a majority of the capital stock shall be necessary for the transaction of business at all meetings of Stockholders. At all meetings of the Company, each Stockholder shall be entitled to as many votes as he holds shares of stock, and representation by proxy, duly appointed, shall be allowed—such proxy to be filed with the Secretary of the Company.

SEC. 2. The regular quarterly meetings of the Board of Trustees shall be held on the \_\_\_\_\_ in each year, and special meetings of the Board may be called by the President whenever he may deem it expedient or necessary. A majority of the Board of Trustees shall constitute a quorum for the transaction of business.

SEC. 3. All meetings of Stockholders shall be called by a notice published at least three times a week, for two weeks, in a daily newspaper in the \_\_\_\_\_, and also in \_\_\_\_\_.

#### ARTICLE IX.

Certificates of Stock shall be of such form and device as Certificates. the Board of Trustees may direct, and such certificates shall be signed by the President and Secretary, and each certificate shall express on its face its number, the date of its issuance, and the number of shares for which, and the person or per-

sons to whom, it is issued. Several certificates may be issued to the same person or persons, provided that in the aggregate they do not exceed the number of shares belonging to such person or persons. The Certificate Book shall contain a margin, on which shall be entered the number, date, number of shares, and the name or names of the person or persons expressed in the corresponding certificates.

## ARTICLE X.

## Transfers.

Shares of the Company may be transferred at any time by the holders thereof, or by attorney legally constituted, or by their legal representatives. The transfer shall be made by endorsement on the certificates of stock, and surrender of the same, provided that such transfer shall not be valid, except between the parties thereto, until the same shall have been noted in the proper form on the books of the Company. The surrendered certificate shall be canceled before a new certificate in lieu thereof shall be issued. The receiver of the new certificate shall be required to sign the By-Laws of the Company; and no transfer of any share of stock shall be valid, upon which any assessments are due and unpaid, or the holder of which is indebted to the Company on any account whatever, without the consent of the Board of Trustees.

## ARTICLE XI.

## Assessments.

Any Stockholder failing to pay any assessment duly levied by the Board of Trustees, shall be subject to the provisions for the collection of instalments or assessments specified in the act entitled "An Act to provide for the Formation of Corporations for certain purposes," and also specified in the Deed of Trust, executed by the locators and others interested in the claims of the Company, and dated the                      day of                      , A. D. 1864.

## ARTICLE XII.

## Books and papers.

The books and papers in the office of the Secretary and

Treasurer shall at all times, in business hours, be open to the inspection of the Board of Trustees and of any Stockholder.

## ARTICLE XIII.

These By-Laws may be altered or amended at any Amendments annual meeting of the Company, or at any special meeting called for that purpose, by a vote of two-thirds of Stock represented. *Provided*, a notice of such intended alteration or amendment be given in the call for such special meeting.

## ARTICLE XIV.

These By-Laws shall always remain in the possession of the Secretary of the Company.

## ARTICLE XV.

Notice of the levying of assessments shall be given in conformity with the statute in such case made and provided.

[In regard to by-laws of corporations, see Gen. Laws, 760; in regard to assessments, see Gen. Laws, 780 and 941.]

---

CANCELLATION OF AGREEMENT.—SEE AGREEMENT  
AND CONTRACT.

CAPIAS.—SEE COUNTY OR DISTRICT COURT.

## Certificate.

See also CORONER. COUNTY COURT. CUSTOM HOUSE. DISTRICT COURT. SCHOOL.

No. 152.

Notary's Certificate.—General Form.

United States of America, }  
State of California, } ss.  
City and County of San Francisco, }

INTERNAL  
REVENUE  
STAMP.

I, Henry A. Cobb, a Notary Public in and for the City and County of San Francisco, State aforesaid, duly commissioned, sworn, and qualified, dwelling in the City of San Francisco, do hereby certify that [*Here state the matter certified*].

In witness whereof, I have hereto set my hand and affixed my  
notarial seal, this                day of                , A. D. 1859.  
[SEAL.]                               HENRY A. COBB, Notary Public.

**Stamps.**—Certificate of stock in any incorporated company, 25 cents.

Certificate of profits, or any certificate or memorandum showing an interest in the property or accumulations of any incorporated company, if for a sum not less than \$10, and not exceeding \$50, 10 cents; exceeding \$50, and not exceeding \$1,000, 25 cents; exceeding \$1,000, for every additional \$1,000 or fractional part thereof, 25 cents.

CERTIFICATE.—Any certificate of damage or otherwise, and all other certificates or documents issued by any port warden, marine surveyor, or other person acting as such, 25 cents.

Certificate of deposit of any sum of money in any bank or trust company, or with any banker, or person acting as such:—

If for a sum not exceeding \$100, 2 cents.

For a sum exceeding \$160, 5 cents.

Certificates of any other description than those specified, 5 cents.—*Schedule B, of U. S. Internal Revenue Act of June 30, 1864.*

See also Form No. 1.



No. 153.

BLANK PUBLISHED.

Acknowledgment before Commissioner.—Husband and  
Wife.

State of *Nevada*, } ss.  
County of *Storey*, }

On this *second* day of *May*, A. D. one thousand eight hundred and sixty-four, personally appeared before me, *J. A. Watelman*, a Commissioner of Deeds for the State of California, duly appointed, commissioned, and sworn, and residing in *Virginia City* in said county, *John Hattis*, and *Clara Hattis*, his wife, whose names are subscribed to the annexed instrument, as parties thereto, personally known to me to be the same persons described in, and who executed, the said instrument, as parties thereto, who each of them acknowledged to me that they, each of them respectively, executed the same freely and voluntarily, and for the uses and purposes therein mentioned. And the said *Clara Hattis*, wife of the said *John Hattis*, having been by me first made acquainted with the contents of said instrument, acknowledged to me, on examination, apart from and without the hearing of her husband, that she executed the same freely and voluntarily, without fear or compulsion, or undue influence of her husband, and that she does not wish to retract the execution of the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

*J. A. Watelman,*

Commissioner of Deeds for the State of California.

(*Commissioner's Seal*.)

## No. 154.

BLANK PUBLISHED.

Acknowledgment before Commissioner.—Witness.

State of *Nevada*, } ss.  
 County of *Hawaii*, }

On this *second* day of *May*, A. D. one thousand eight hundred and sixty-four, personally appeared before me, *George E. Bickett*, a Commissioner of Deeds for the State of California, duly appointed, commissioned, and sworn, and residing in *Alhambra City* in said county, *E. F. Hall*, personally known to me to be the same person whose name is subscribed to the annexed instrument as a witness thereto, who being by me duly sworn, deposed and said that he resides in *said Alhambra City in said county*; that he was present and saw *H. Wood*, personally known to him to be the same person described in, and who executed, the said instrument, as a party thereto, sign, seal, and deliver the same; and that the said *H. Wood* acknowledged in the presence of said affiant that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned, and that he, the said affiant, subscribed his name as a witness thereof.

In witness whereof, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

*George E. Bickett,*

Commissioner of Deeds for the State of California.

(*Commissioner's Seal.*)

## No. 155.

BLANK PUBLISHED.

Acknowledgment before Commissioner.

State of *Nevada*, } ss.  
 County of *Hawaii*, }

On this *second* day of *May*, A. D. one thousand eight hundred and sixty-four, personally appeared before me, *J. F. Atwell*, a

Commissioner of Deeds for the State of California, duly appointed, commissioned, and sworn, and residing in *Niuginia City* in said county, *W. J. Safford* and *S. Rosenbaum*, whose names are subscribed to the annexed instrument, as parties thereto, personally known to me to be the same persons described in, and who executed, the said instrument, as parties thereto, who each of them acknowledged to me that they, each of them respectively, executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

*J. T. Atwill,*

Commissioner of Deeds for the State of California.

(Commissioner's Seal)

---

No. 156.

BLANK PUBLISHED.

Acknowledgment before Commissioner.—Attorney in Fact.

State of *Nevada*, } ss.  
County of *Storey*, }

On this *second* day of *May*, A. D. one thousand eight hundred and sixty-four, personally appeared before me, *J. G. Howard*, a Commissioner of Deeds for the State of California, duly appointed, commissioned, and sworn, and residing in *Niuginia City* in said county, *W. J. Dakin*, personally known to me to be the same person described in and who executed, by power of attorney, the annexed instrument, as the attorney in fact of *George S. Tyson*, named in the said instrument as a party thereto, and therein described as the party executing the same by his said attorney : and the said *W. J. Dakin* acknowledged to me that he executed the same freely and voluntarily, as and for the act and deed of the said *George S. Tyson*, and for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

*J. G. Howard,*

Commissioner of Deeds for the State of California.

(*Commissioner's Seal.*)

### No. 157.

BLANK PUBLISHED.

#### Acknowledgment before County Clerk.—Husband and Wife.

State of California, } ss.  
*City and County of San Francisco,*

On this *second* day of *May*, A. D. one thousand eight hundred and sixty-*four*, personally appeared before me, *William Leavy*, County Clerk and ex-officio Clerk of the County Court in and for the said *city and county*, *John Hattis*, and *Mata Hattis*, his wife, whose names are subscribed to the annexed instrument, as parties thereto, personally known to me to be the same persons described in, and who executed, the said annexed instrument, as parties thereto, who each of them acknowledged to me that they, each of them respectively, executed the same freely and voluntarily, and for the uses and purposes therein mentioned. And the said *Mata Hattis*, wife of the said *John Hattis*, having been by me first made acquainted with the contents of said instrument, acknowledged to me on examination, apart from and without the hearing of her husband, that she executed the same freely and voluntarily, without fear or compulsion, or undue influence of her husband, and that she does not wish to retract the execution of the same.

In witness whereof, I have hereunto set my hand and affixed the seal of said court, the day and year in this certificate first above written.

*William Leavy,*

County Clerk.

(*Seal of County Court.*)



No. 158.

BLANK PUBLISHED.

Acknowledgment before County Clerk.—Witness.

State of California, }  
*City and County of San Francisco,* } ss.

On this *second* day of *May*, A. D. one thousand eight hundred and sixty-four, personally appeared before me, *William Loewy*, County Clerk, and ex-officio Clerk of the County Court in and for the said *city and county*, *E. S. Hall*, personally known to me to be the same person whose name is subscribed to the annexed instrument as a witness thereto, who, being by me duly sworn, deposed and said that he resides in *the said City and County of San Francisco*; that he was present and saw *H. Wood*, personally known to him to be the same person described in, and who executed, the said annexed instrument, as a party thereto, sign, seal, and deliver the same; and that the said *H. Wood* acknowledged in the presence of said affiant that *he* executed the same freely and voluntarily, and for the uses and purposes therein mentioned, and that he, the said affiant, subscribed his name as a witness thereof.

In witness whereof, I have hereunto set my hand and affixed the seal of said court, the day and year in this certificate first above written.

*William Loewy,*  
 County Clerk.

(Seal of County Court.)

No. 159.

BLANK PUBLISHED.

Acknowledgment before County Clerk.

State of California, }  
*City and County of San Francisco,* } ss.

On this *second* day of *May*, A. D. one thousand eight hundred and sixty-four, personally appeared before me, *William Loewy*,

County Clerk, and ex-officio Clerk of the County Court in and for the said *city and county*, *Wm. T. Tafford and T. Rosenbaum*, whose names are subscribed to the annexed instrument, as parties thereto, personally known to me to be the same persons described in, and who executed, the said annexed instrument, as parties thereto, who *each of them* acknowledged to me that *they, each of them respectively*, executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed the seal of said court, the day and year in this certificate first above written.

*William Tafford,*  
County Clerk.

(Seal of County Court.)

---

### No. 160.

BLANK PUBLISHED.

#### Acknowledgment before County Clerk.—Attorney in Fact.

State of California, }  
City and County of San Francisco, } ss.

On this *second* day of *May*, A. D. one thousand eight hundred and sixty-four, personally appeared before me, *William Tafford*, County Clerk, and ex-officio Clerk of the County Court in and for the said *city and county*, *Wm. T. Tafford*, personally known to me to be the same person described in, and who executed by power of attorney, the annexed instrument, as the attorney in fact of *George A. Dyeen*, named in the annexed instrument as a party thereto, and therein described as the party executing the same by his said attorney; and the said *Wm. T. Tafford* acknowledged to me that he executed the same freely and voluntarily, as and for the act and deed of the said *George A. Dyeen*, and for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed the

seal of said court, the day and year in this certificate first above written.

*William Leamy,*  
County Clerk.

(Seal of County Court.)

No. 161.

BLANK PUBLISHED.

Acknowledgment before County Recorder.—Husband and Wife.

State of California,  
*City and County of San Francisco,* } ss.

On this *second* day of *May*, A. D. one thousand eight hundred and sixty-four, personally appeared before me, *Thomas Young*, County Recorder in and for the said *city and county*, *John Mattis* and *Alata Mattis*, his wife, whose names are subscribed to the annexed instrument as parties thereto, personally known to me to be the same persons described in, and who executed, the said annexed instrument, as parties thereto, who each of them acknowledged to me that they, each of them respectively, executed the same freely and voluntarily, and for the uses and purposes therein mentioned. And the said *Alata Mattis*, wife of the said *John Mattis*, having been by me first made acquainted with the contents of said instrument, acknowledged to me, on examination apart from and without the hearing of her husband, that she executed the same freely and voluntarily, without fear or compulsion, or undue influence of her husband, and that she does not wish to retract the execution of the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

*Thomas Young,*  
County Recorder.

[SEAL.]

## No. 162.

BLANK PUBLISHED.

## Acknowledgment before County Recorder.—Witness.

State of California, }  
*City and County of San Francisco,* } ss.

On this *second* day of *May*, A. D. one thousand eight hundred and sixty-four, personally appeared before me, *Thomas Young*, County Recorder in and for the said *city and county, E. S. Hall*, personally known to me to be the same person whose name is subscribed to the annexed instrument as a witness thereto, who being by me duly sworn, deposed and said, that he resides in *the said City and County of San Francisco*; that he was present and saw *H. Wood*, personally known to him to be the same person described in, and who executed, the said annexed instrument, as a party thereto, sign, seal, and deliver the same; and that the said *H. Wood* acknowledged in the presence of said affiant that *he* executed the same freely and voluntarily, and for the uses and purposes therein mentioned; and that he, the said affiant, subscribed his name as a witness thereof.

In witness whereof, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

*Thomas Young,*  
 County Recorder.

[SEAL.]

## No. 163.

BLANK PUBLISHED.

## Acknowledgment before County Recorder.

State of California, }  
*City and County of San Francisco,* } ss.

On this *second* day of *May*, A. D. one thousand eight hundred and sixty-four, personally appeared before me, *Thomas Young*, County Recorder in and for the said *city and county, J. S.*



*Saffeld and S. Rosenbaum*, whose names *are* subscribed to the annexed instrument, as *parties* thereto, personally known to me to be the same persons described in, and who executed, the said annexed instrument, as *parties* thereto, who *each of them* acknowledged to me that *they, each of them respectively*, executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

*Thomas Young,*  
County Recorder.

[SEAL.]

No. 164.

BLANK PUBLISHED.

Acknowledgment before County Recorder.—Attorney in Fact.

State of California,  
*City and County of San Francisco,* } ss.

On this *second* day of *May*, A. D. one thousand eight hundred and sixty-four, personally appeared before me, *Thomas Young*, County Recorder in and for the said *City and County*, *W. J. Dakin*, personally known to me to be the same person described in, and who executed by power of attorney, the annexed instrument, as the attorney in fact of *George B. Lyon*, named in the annexed instrument as a *party* thereto, and therein described as the *party* executing the same by *his* said attorney ; and the said *W. J. Dakin* acknowledged to me that he executed the same freely and voluntarily, as and for the act and deed of the said *George B. Lyon*, and for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

*Thomas Young,*  
County Recorder.

[SEAL.]

## No. 165.

BLANK PUBLISHED.

## Acknowledgment before Justice of the Peace.—Husband and Wife.

State of California, }  
 County of *Alameda*, } ss.

On this *second* day of *May*, A. D. one thousand eight hundred and sixty-*four*, personally appeared before me, *J. M. Coleman*, a Justice of the Peace in and for the said county, *John Harris* and *Glada Harris*, his wife, whose names are subscribed to the annexed instrument as parties thereto, personally known to me to be the same persons described in, and who executed, the said annexed instrument, as parties thereto, who each of them acknowledged to me that they, each of them respectively, executed the same freely and voluntarily, and for the uses and purposes therein mentioned. And the said *Glada Harris*, wife of the said *John Harris*, having been by me first made acquainted with the contents of said instrument, acknowledged to me, on examination apart from and without the hearing of her husband, that she executed the same freely and voluntarily, without fear or compulsion, or undue influence of her husband, and that she does not wish to retract the execution of the same.

In witness whereof, I have hereunto set my hand and affixed my private seal (having no seal of office), the day and year in this certificate first above written.

*J. M. Coleman*, [L. S.]  
 Justice of the Peace.

## No. 166.

BLANK PUBLISHED.

## Acknowledgment before Justice of the Peace.—Witness.

State of California, }  
 County of *Amador*, } ss.

On this *second* day of *May*, A. D. one thousand eight hundred

and sixty-four, personally appeared before me, *G. W. Hammond*, a Justice of the Peace in and for the said county, *E. S. Hall*, personally known to me to be the same person whose name is subscribed to the annexed instrument as a witness thereto, who being by me duly sworn, deposed and said, that he resides in *the Town of Jackson in said county*; that he was present and saw *H. Wood*, personally known to him to be the same person described in, and who executed, the annexed instrument, as a party thereto, sign, seal, and deliver the same; and that the said *H. Wood* acknowledged, in the presence of said affiant, that *he* executed the same freely and voluntarily, and for the uses and purposes therein mentioned; and that he, the said affiant, subscribed his name to said instrument as a witness thereof.

In witness whereof, I have hereunto set my hand and affixed my private seal (having no seal of office), the day and year in this certificate first above written.

*G. W. Hammond*, [L. S.]  
Justice of the Peace.

No. 167.

BLANK PUBLISHED.

Acknowledgment before Justice of the Peace.

State of California, }  
County of *Butte*, } ss.

On this *second* day of *May*, A. D. one thousand eight hundred and sixty-four, personally appeared before me, *George McBride*, a Justice of the Peace in and for the said county, *W. S. Safford* and *S. Rosenbaum*, whose names are subscribed to the annexed instrument as parties thereto, personally known to me to be the same persons described in, and who executed, the said annexed instrument, as parties thereto, who *each of them* acknowledged to me that *they, each of them respectively*, executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my

private seal (having no seal of office), the day and year in this certificate first above written.

*George Mc Bride*, [L. S.]

Justice of the Peace.

### No. 168.

BLANK PUBLISHED.

#### Acknowledgment before Justice of the Peace.—Attorney in Fact.

State of California,                    }  
County of *Galavcias*,                } ss.

On this *second* day of *May*, A. D. one thousand eight hundred and sixty-*four*, personally appeared before me, *James Howard*, a Justice of the Peace in and for the said county, *M<sup>o</sup>. J. Dakin*, personally known to me to be the same person described in, and who executed by power of attorney, the annexed instrument, as the attorney in fact of *George G. Tyeen*, named in the annexed instrument as a party thereto, and therein described as the party executing the same by *his* said attorney ; and the said *M<sup>o</sup>. J. Dakin* acknowledged to me that he executed the same freely and voluntarily, as and for the act and deed of the said *George G. Tyeen*, and for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my private seal (having no seal of office), the day and year in this certificate first above written.

*James Howard*, [L. S.]

Justice of the Peace.



No. 169.

BLANK PUBLISHED.

Acknowledgment before Notary Public.—Husband and Wife.

State of California, } ss.  
*City and County of San Francisco,* }

On this *second* day of *May*, A. D. one thousand eight hundred and sixty-*four*, personally appeared before me, *Henty Haight*, a Notary Public in and for the said *city and county*, *John Mattis* and *Clara Mattis*, his wife, whose names are subscribed to the annexed instrument, as parties thereto, personally known to me to be the same persons described in, and who executed, the said annexed instrument, as parties thereto, who each of them acknowledged to me that they, each of them respectively, executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

And the said *Clara Mattis*, wife of the said *John Mattis*, having been by me first made acquainted with the contents of said instrument, acknowledged to me, on examination apart from and without the hearing of her husband, that she executed the same freely and voluntarily, without fear or compulsion, or undue influence of her husband, and that she does not wish to retract the execution of the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

*Henty Haight*,  
 Notary Public.

(Notarial Seal.)

No. 170.

BLANK PUBLISHED.

Acknowledgment before Notary Public.—Witness.

State of California, } ss.  
*City and County of San Francisco,* }

On this *second* day of *May*, A. D. one thousand eight hundred

and sixty-four, personally appeared before me, *Henry Dieschfeld*, a Notary Public in and for the said *city and county, E. S. Hall*, personally known to me to be the same person whose name is subscribed to the annexed instrument, as a witness thereto, who being by me duly sworn, deposed and said, that he resides in *the said City and County of San Francisco*; that he was present and saw *H. Alced*, personally known to him to be the same person described in, and who executed, the said annexed instrument, as a party thereto, sign, seal, and deliver the same; and that the said *H. Alced* acknowledged, in the presence of said affiant, that *he* executed the same freely and voluntarily, and for the uses and purposes therein mentioned, and that he, the said affiant, subscribed his name as a witness thereof.

In witness whereof, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

*Henry Dieschfeld,*

Notary Public.

(Notarial Seal.)

## No. 171.

BLANK PUBLISHED.

### Acknowledgment before Notary Public.

State of California,  
*City and County of San Francisco,* } ss.

On this *second* day of *May*, A. D. one thousand eight hundred and sixty-four, personally appeared before me, *E. W. Price*, a Notary Public in and for the said *city and county, M<sup>e</sup>. S. Taft and S. Rosenbaum*, whose names *are* subscribed to the annexed instrument as parties thereto, personally known to me to be the same persons described in, and who executed, the said annexed instrument, as parties thereto, who *each of them* acknowledged to me that *they, each of them respectively*, executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

*E. St. Joice,*

Notary Public.

(Notarial Seal.)

No. 172.

BLANK PUBLISHED.

Acknowledgment before Notary Public.—Attorney in Fact.

State of California, }  
*City and County of San Francisco,* } ss.

On this *second* day of *May*, A. D. one thousand eight hundred and sixty-four, personally appeared before me, *Charles F. Galen*, a Notary Public in and for the said *city and county*, *W. F. Dakin*, personally known to me to be the same person described in, and who executed by power of attorney, the annexed instrument, as the attorney in fact of *George C. Tyson*, named in the annexed instrument, as a *party* thereto, and therein described as the *party* executing the same by *his* said attorney ; and the said *W. F. Dakin* acknowledged to me that he executed the same freely and voluntarily, as and for the act and deed of the said *George C. Tyson*, and for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

*Charles F. Galen,*

Notary Public.

(Notarial Seal.)

## No. 173.

BLANK PUBLISHED.

## Acknowledgment before Notary Public.—Party Proven.

State of California, } ss.  
*City and County of San Francisco,*

On this *second* day of *May*, A. D. one thousand eight hundred and sixty-*four*, personally appeared before me, *W<sup>o</sup>. H. Parker*, a Notary Public in and for the said *city and county*, *John Fowler*, satisfactorily proved to me to be the same person described in, and who executed, the annexed instrument, as *a party* thereto, by the oath of *Henty Summets*, a competent and credible witness for that purpose, by me duly sworn, and he, the said *John Fowler*, acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written

*W<sup>o</sup>. H. Parker,*  
 Notary Public.

(Notarial Seal)

## No. 174.

BLANK PUBLISHED.

## Acknowledgment before Notary Public.—Husband and Wife Proven.

State of California, } ss.  
*City and County of San Francisco,*

On this *second* day of *May*, A. D. one thousand eight hundred and sixty-*four*, personally appeared before me, *Alfred Bailew*, a Notary Public in and for the said *city and county*, *John Harris*, and *Glara Harris*, his wife, satisfactorily proved to me to be the same persons described in, and who executed, the annexed instrument, as parties thereto, by the oath of *Alexander James*, a competent and credible witness for that purpose by me duly sworn,

and the said *John Mattis*, and *Glata Mattis*, his wife, acknowledged to me that they executed the same freely and voluntarily, and for the uses and purposes therein mentioned. And the said *Glata Mattis*, wife of the said *John Mattis*, having been by me first made acquainted with the contents of said instrument, acknowledged to me, on examination apart from and without the hearing of her husband, that she executed the same freely and voluntarily, without fear or compulsion, or undue influence of her husband, and that she does not wish to retract the execution of the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

*Alfred Baistow,*

Notary Public.

(Notarial Seal.)

---

No. 175.

BLANK PUBLISHED.

Acknowledgment before Notary Public.—Wife.

State of California, }  
*City and County of San Francisco,* } ss.

On this *third* day of *May*, A. D. one thousand eight hundred and sixty-*four*, personally appeared before me, *T. B. Gettwell*, a Notary Public in and for the said *city and county*, *Glata Mattis*, wife of *John Mattis*, whose name is subscribed to the annexed instrument as a party thereto, and who is personally known to me to be the person whose name is subscribed to the said annexed instrument as a party thereto, and she, having been by me first made acquainted with the contents of said instrument, acknowledged to me, on examination apart from and without the hearing of her said husband, that she executed the same freely and voluntarily, for the uses and purposes therein mentioned, without fear or compulsion, or undue influence of her said husband, and that she does not wish to retract the execution of the same.



In witness whereof, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

*L. B. Jewell,*

Notary Public.

(Notarial Seal.)

### No. 176.

#### Acknowledgment by Attorney Proven to the Officer.

State of California, }  
County of El Dorado, } ss.

On this fifth day of May, &c., before me personally came A. B., proven satisfactorily to me to be the same person described in, and who executed, the within conveyance, as the attorney in fact of C. D., by the oath of G. H., a competent and credible witness for that purpose, by me duly sworn; and thereupon, the said A. B. acknowledged before me that he executed the same, as and for the act and deed of the said C. D., freely and voluntarily, for the uses and purposes therein mentioned.

Witness my hand, &c.

HENRY HAIGHT,

Notary Public.

(Notarial Seal.)

### No. 177.

#### Acknowledgment by a Corporation.

State of California, }  
City and County of San Francisco, } ss.

On this sixth day of August, A. D. 1864, before me personally came A. B., the president of the Table Mountain Mining Company, to me personally known to be the individual whose name is subscribed to the foregoing instrument as the president of the Table Mountain Mi-

ning Company, and he acknowledged to me that he executed the same as the president of said company, for and on the behalf and in the name of said company, as its free and voluntary act and deed, for the uses and purposes therein mentioned, and in pursuance of the order and resolution of said company directing such deed to be executed, by signing the same as president thereof, and affixing thereto its corporate seal.

In witness whereof, I have hereunto set my hand and notarial seal, the day and year first above written.

HENRY HAIGHT,  
Notary Public.

(Notarial Seal.)

---

No. 178.

Acknowledgment by a Corporation.—Another Form.

State of California, }  
County of Tuolumne, } ss.

On this sixth day of August, A. D. 1864, before me, a Notary Public in and for said county, personally came M. N., to me personally known to be the president of the Bald Hill Quartz Mining Company, and the same person who, as its president, has executed the above instrument,\* who being by me duly sworn, said, that in pursuance of the direction of the managers of said company, he had executed the same, by affixing thereto the corporate seal of said company, and by signing the same as such president.

In witness whereof, I have hereunto set my hand and notarial seal the day and year first above written.

P. B., Notary Public.

(Notarial Seal.)

## No. 179.

## Acknowledgment by a Corporation.—Another Form.

[*Proceed as in preceding Form to \*, and then add*] by signing the said instrument, and affixing thereto the corporate seal of said company; and he thereupon acknowledged to me that as and for the act and deed of said company, and by direction thereof, he executed the same freely and voluntarily, for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and notarial seal, the day and year first above written.

A. B.,  
Notary Public.

(*Notarial Seal*)

## No. 180.

## Acknowledgment by an Executor or Administrator or Trustee.

State of California, }  
Yuba County, } ss.

On this fifth day of May, &c., before me personally came A. B., personally known to me to be the person described in, and who executed, the within instrument, as the executor of the last will and testament [*or*, administrator of the estate, *or*, trustee of the estate] of C. D., as a party thereto; and the said A. B. acknowledged before me that he executed the same, as such executor [*or*, administrator, *or*, trustee], as aforesaid, freely and voluntarily, for the uses and purposes therein mentioned.

In witness, &c.

E. F.,  
Notary Public.

(*Notarial Seal*)

No. 181.

Acknowledgment by a Party to confirm Deed executed during Infancy.

State of California, }  
Los Angeles County, } ss.

On this fifth day of May, &c., before me personally came A. B., to me personally known to be the individual described in, and who executed, the within conveyance, and thereupon duly acknowledged that the said conveyance was formerly executed by him when he was an infant under twenty-one years; that he has since arrived at full age, and is desirous of confirming his former execution thereof; and that he now acknowledges that he executed the same, and now confirms the same as and for his act and deed, freely and voluntarily, for the uses and purposes therein mentioned.

Witness my hand, &c.

E. F.,  
Notary Public.

(Notarial Seal.)

No. 182.

Acknowledgment by a Married Woman whose Husband is not residing in the State.

State of California, }  
County of , } ss.

On this       day of       , 1859, before me, M. N., Judge of the District Court of the       Judicial District of the State of California, in and for said County of       , personally appeared Mrs. Mary Landers, a married woman, to me personally known to be the individual described in, and who executed, the foregoing instrument; and at the same time also appeared John Doe and R. Roe, two credible and disinterested citizens of this State, to me personally known as such,<sup>1</sup> who being by me severally sworn, each for himself, said, that he is a citizen of the State of California and a resident of the Town of       , County of       ; that he is acquainted with the said Mary Landers, and with

Hugh Landers, her husband, and has known them, and each of them, for more than one year past; that more than one year ago—to wit, eighteen months ago—the said Hugh Landers deserted his wife, the said Mary Landers, and went to Sonora, Mexico, to reside, announcing his determination and intention to that effect, and has never since returned; that according to the full belief of deponent, the said Hugh does not reside in this State, and for one year and more next preceding this date, he has not been *bonâ fide* residing in this State. All of which is to me satisfactory proof thereof. And thereupon the said Mary Landers acknowledged to me that she executed the said instrument freely and voluntarily, for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and caused the seal of said District Court to be affixed, the day and year first above written.

M. N.,

Judge of the Judicial District.

(Seal of District Court.)

### No. 183.

#### Acknowledgment by Servant on a Service Contract.

Santa Cruz County, ss.

On this first day of, &c., before me personally came Sarah Ford, personally known to me to be the individual described in, and who executed, the within contract; and she acknowledged to me, on a private examination by me made, that she executed the same freely and voluntarily, for the uses and purposes therein mentioned.

Witness my hand, &c., and the seal of the, &c.

G. M.,

County Judge of Santa Cruz County.

(Seal of County Court.)

See Gen. Laws, 341.



No. 184.

Acknowledgment by a Sheriff.

State of California, }  
City and County of San Francisco, } ss.

On this fifth day of May, &c., before me personally came Charles Doane, Sheriff [*or, late sheriff, as may be*] of the said City and County of San Francisco, to me personally known to be the same individual described in, and who executed, the foregoing instrument, and signed his name thereto as such sheriff, and acknowledged to me that he executed the same freely and voluntarily, for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and official seal, &c.

E. P. PECKAM,

Notary Public.

(*Notarial Seal.*)

No. 185.

Acknowledgment by Subscribing Witness to Deed  
executed by an Attorney.

State of California, }  
Santa Clara County, } ss.

On this fifth day of May, &c., before me personally came C. D., to me personally known to be the person whose name is subscribed to the within conveyance, as a witness thereto, who, being by me duly sworn, did depose and say, that he resided in the Town of Gilroy, in said county; that he knew A. B. to be the person described in, and who executed, the within conveyance, as the attorney in fact of M. N. therein named; that he was present, and saw the said A. B. execute the same as such attorney, and heard him acknowledge that, as the attorney for the said M. N., and as his act and deed, he executed the same freely and voluntarily, for the uses and purposes therein men-

tioned, and that he, the said C. D., thereupon subscribed his name thereto as a witness thereof.

Witness, &c.

(Notarial Seal.)

WM. W. WIGGINS,

Notary Public.

### No. 186.

Proof of the Execution of an Instrument, where the Subscribing Witnesses are Dead or Absent.

State of California, }  
City and County of San Francisco, } ss.

On the ninth day of May, A. D. 1858, before me, Samuel Hermann, a Notary Public in and for said county, duly commissioned and sworn, personally appeared F. H. Woods and J. H. Stebbins, competent and credible witnesses, to me personally known; and the said F. H. Woods, being by me duly sworn, deposed and stated on oath: That he personally knew T. M. Leavenworth, whose name is subscribed to the annexed instrument as a party thereto; that he well knew said Leavenworth's signature, from having frequently seen him sign his name, and believed the name of said Leavenworth, so subscribed to said instrument as a party thereto, was subscribed by said Leavenworth. And the said J. H. Stebbins, being by me duly sworn, stated: That he knew R. A. Lockwood and John T. Doyle [*or*, well knew R. A. Lockwood, one of the persons] whose names are subscribed as witnesses to said instrument; that he well knew their signatures, from having frequently seen them sign their names; and that he believed the names of the said R. A. Lockwood and John T. Doyle, subscribed thereto as witnesses, were subscribed by said persons. And I hereby certify, that I am satisfied that none of the subscribing witnesses to said instrument can be had to prove the execution thereof; the said R. A. Lockwood being dead, and the said John T. Doyle being absent from the State of California.

Witness my hand and notarial seal, the day and year first above written.

SAMUEL HERMANN,

Notary Public.

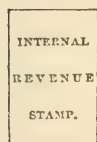
(Notarial Seal.)

See Gen. Laws, 656.

No. 187.

Certificate of Approval of County Judge, to be Endorsed  
upon Notary's Bond.

State of California, }  
City and County of San Francisco, } ss.



I, M. C. Blake, County Judge of said city and county, do hereby approve of the sufficiency of the within bond, and of the sureties thereto; and I hereby certify that R. H. Sinton, within named, this day took and subscribed the oath of office as notary public, endorsed upon his commission before me, in words and figures following, viz.:

State of California, }  
City and County of San Francisco, } ss.

I, R. H. Sinton, of the city and county aforesaid, do solemnly swear, that I will support the Constitution of the United States, and the Constitution of the State of California, and that I will faithfully discharge the duties of the office of notary public in and for said city and county, according to the best of my ability.

R. H. SINTON.

Sworn and subscribed before me, this }  
26th day of March, A. D. 1849. }  
M. C. BLAKE, County Judge.

Given under my hand, at the city hall in said City and County of San Francisco, this 26th day of March, A. D. 1859.

M. C. BLAKE, County Judge.

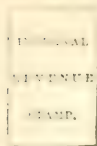
No. 188.

BLANK FURNISHED.

## Certificate of Incorporation.

State of California, }  
*City and County of San Francisco,* } ss.

We, the undersigned, being desirous of forming a corporation for the purpose of mining, under and in pursuance of the laws of the State of California, do hereby certify and declare as follows:



*First.* That the said corporation shall be known by the name of the "*Miner Gold and Silver Mining Company.*"

*Second.* That the object of said corporation shall be to carry on and conduct the business of mining on, and extracting metals of *gold and silver* from, *that* certain vein or lode known by the name of the *Miner Vein or Lode*, and situated and recorded in *Four* Mining District, *Kein River*, County of *Alameda*, and *State of California.*

*Third.* That the amount of the capital stock of said corporation shall be *five hundred thousand* dollars, which shall be divided into *five thousand* shares, of *one hundred* dollars each.

*Fourth.* That the said corporation shall exist for the term of *fifty* years.

*Fifth.* That the principal place of business of said corporation shall be in the *City and County of San Francisco*, State of California.

*Sixth.* That the number of trustees who shall manage the concerns of said corporation for the first three months, shall be *five*; and the following are the names of the said trustees, to wit: [*Names of said trustees.*]

In witness whereof, we have hereunto set our hands and seals, this *sixth* day of *August*, A. D. 186*4*.

[*Names of the Signers.*]

Signed and sealed, in the presence of }  
 [*Names of Witnesses.*] }

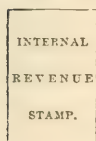
Stamps.—See Form No. 152.

[A certificate of this kind must be acknowledged and filed in the county clerk's office, and a certified copy filed in the Secretary of State's office. See Gen. Laws, 1833.]

No. 189.

Certificate of Incorporation of a Bank.

We, the undersigned persons, do hereby certify that we have associated ourselves together, and desire to form a company for the purpose of engaging in the business of banking, and that we desire to incorporate the same under the provisions of an act of the Legislature of the State of California, entitled "An Act to provide for the Formation of Corporations for certain purposes," approved April 14th, in the year of our Lord 1853, and all acts amendatory thereof and supplementary thereto; and we certify,



*First.* That the corporate name of the company shall be "The Bank of California."

*Second.* That the objects for which the company is formed are to engage in and carry on the business of banking to such extent, and in all such branches, as may legally be done under the Constitution and laws of the State of California.

*Third.* That the amount of its capital stock shall be two millions of dollars, with the right to increase the same to five millions of dollars, and the time of its existence fifty years.

*Fourth.* That the number of shares of which the stock shall consist shall be twenty thousand, of one hundred dollars each.

*Fifth.* That there shall be eleven trustees, that is to say, D. O. Mills, William C. Ralston, J. B. Thomas, Louis McLane, O. F. Giffin, John O. Earl, Thomas Bell, Herman Michels, A. J. Pope, Wm. Norris, and James Whitney, Jr., who shall manage the concerns of the company for the first three months.

*Sixth.* That the principal place of business of the company is to be located at the City and County of San Francisco, in the State of California.

In testimony whereof, we have hereunto set our hands and seals, this 12th day of May, 1864.

D. O. MILLS,  
J. B. THOMAS,  
O. F. GIFFIN,

W. C. RALSTON,  
A. T. LAWTON,  
JOHN O. EARL,



J. WHITNEY, JR.,	WILLIAM NORRIS,
HERMAN MICHELS,	A. B. MCCREERY,
MOSES ELLIS,	A. J. POPE,
R. M. JESSUP,	R. S. FRETZ,
W. M. E. BARRON,	THOMAS BELL,
H. F. TESCHEMACHER,	GEORGE H. HOWARD,
LOUIS McLANE,	SAMUEL KNIGHT,
A. C. HENTRY,	J. C. WILMERDING,
WILLIAM ALVORD.	

Stamps.—See Form No. 152.

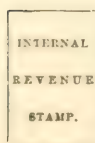
[Acknowledgment and filing as in Form No. 198.]

### No. 190.

#### Certificate of Incorporation of Benevolent Society.

State of California,  
City and County of San Francisco, } ss.

We, the undersigned members of La Société Française de Bien-faisance Mutuelle, and judges of the election held as hereinafter mentioned, do hereby certify,



That at a meeting of said society, held on the  
day of \_\_\_\_\_, A. D. 186\_\_\_\_, in the City of \_\_\_\_\_,  
after due notice thereof previously given by publication in  
the \_\_\_\_\_ newspaper, printed and published in \_\_\_\_\_ city,  
and in accordance with the \_\_\_\_\_ article of the by-laws of the so-  
ciety, and which meeting was held for the purpose of electing two  
trustees of the said society, in the place of A. B. and C. D., resigned,  
E. F. and G. H. were duly elected, by a majority of the votes cast at  
such election, as trustees of the said society, in the place of A. B. and  
C. D.

Witness our hands, this \_\_\_\_\_ day of \_\_\_\_\_.

L. [L. s.]

T. [L. s.]

S. [L. s.]

Judges of Election.

Stamps.—See Form No. 152.

No. 191.

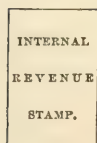
Certificate, &c., of a German Benevolent Society.

State of California,  
City and County of San Francisco, } ss.

To all whom these presents may concern :

We, A., B., and C., residents of the City and County of San Francisco, and State aforesaid, members of the society hereinafter mentioned, and judges of election at the meeting hereinafter mentioned, do certify : That on the      day of      , A. D. 186      , a meeting of the members of the German General Benevolent Society—a society not yet incorporated—was held, agreeably to public notice, for the purpose of incorporating themselves, pursuant to the provisions of an act, passed by the Legislature of the State of California, on the      day of      , A. D. 18      , entitled      ; and the said meeting, having been duly organized, J. B. presiding, and S. B. acting as secretary, did then and there unanimously resolve, that said society should thenceforth assume corporate powers, in pursuance with the act referred to, and should forever thereafter be called and known as the “German General Benevolent Society.” And we further certify, that the said society, at the meeting on the day and year aforesaid, proceeded to an election by ballot of directors for the said society, for the term of      thence next ensuing, and that we, the said A., B., and C., having been duly appointed judges of said election, upon canvassing all the votes polled at said election, did return the following persons elected as directors of said society, viz: D., E., F., and G. And said meeting did then and there unanimously determine that said directors, and their successors, should forever thereafter be called and known by the name and style of “The Board of Directors of the German General Benevolent Society;” and that the said board of directors shall have the full charge and control of the estate and property, and the management of all affairs relating to the estate of said society, pursuant to the provisions of the statute above mentioned.

And we further certify, that said election was fairly and legally



conducted, and in strict conformity with the rules and regulations of said society.

In witness whereof, we have hereunto set our hands and seals, this  
day of , A. D. 186 .

A. [L. S.]

B. [L. S.]

C. [L. S.]

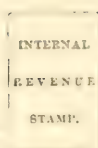
Stamps.—See Form No. 152.

[Certificates of the above kind must be acknowledged and recorded by the County Clerk. See Gen. Laws, 1026.]

### No. 192.

#### Certificate of Incorporation of a Church.

We, the undersigned members of the First Congregational Society of , and judges of election at a meeting of said society, held in the vestry of the church, on Street, on evening, the day of , A. D. 186 , pursuant to notice previously given, in accordance with the constitution of said society, do hereby certify that, at the meeting aforesaid, Messrs. A., B., C., D., E., and F., were duly chosen by ballot as trustees of said society, they and their successors to be known hereafter as "The Board of Trustees of the First Congregational Society of ," and, as such, to have charge of all the property of said society, and perform all the duties usually connected with the office; and that immediately after the said election the said six trustees were divided by lot into three classes, of two in each class, in accordance with Article A of the constitution of said society; Messrs. A. and B. to hold their offices until the next annual meeting of the society, and until their re-election, or others shall be elected in their places; Messrs. B. and C. to hold their offices until the second annual meeting hereafter, and until their places shall be filled by a new election; and Messrs. D. and E. to hold their offices until the third annual meeting hereafter, and until a new election to supply their places. So that at each annual meeting of the society there shall be elected two trustees to supply the places of the



two trustees whose term of office shall then expire, who shall hold their offices for the term of three years, and until suspended by a new election.

We also certify, that A. was chosen as moderator of the society and chairman of the board of trustees; B. as treasurer; and C. as clerk, to hold their offices for .

Witness our hands and seals in , this day of  
 , A. D. 186 .

C. [L. s.]

M. [L. s.]

Judges of Election.

Signed and sealed in the presence }  
 of G. H. }

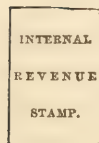
Stamps.—See Form No. 152.

[Acknowledgment and record as in Form No. 191.]

No. 193.

Certificate of Incorporation of a Cigar-Makers' Association.

We, the undersigned, hereby certify that, in pursuance of the provisions of an act of the Legislature of the State of California, entitled , we have formed an association under the corporate name of "The Cigar-Makers' Association" of .



That at an election for trustees of said association, holden at , in the month of , A. D. 186 , of which election the undersigned members of said association were judges, the following-named persons were elected trustees of said association for the term of months, and, as such trustees, they and their successors are entitled to exercise all the powers and duties conferred upon them by the act aforesaid, viz.: A., B., and C.

That the name by which said trustees and their successors shall forever hereafter be called and known, is, "The Trustees of the Cigar-Makers' Association of ."





of Trustees of the Ladies' Seamen's Friend Society" of the port of  
 , all which is hereby certified, according to the provisions  
 of the act, entitled "An Act concerning Corporations."

Witness our hands and seals, this            day of            , A. D. 186 .  
A. B. [L. S.]  
C. D. [L. S.]

Stamps.—See Form No. 152.

[Acknowledgment and record as in Form No. 191.]

## No. 195.

### Certificate of Incorporation of a Lodge.

[illegible]

This further certifies, that I, A. B., on the evening and at the meeting aforesaid, was the legal and constitutional W. C. T. of said Temple of Honor, and acted as judge of said election.

, A. D. 186 .

A. B.

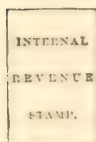
Stamps.—See Form No. 152.

[Acknowledgment and record as in Form No. 191.]

## No. 196.

Certificate of Incorporation of a Quartz and Tailing Mining  
Company.

This is to certify, that the undersigned have this day united themselves, and formed a corporation, under the corporate name of



the Quartz and Tailing Mining Company of Amador County.

The company is formed for the purpose of extracting gold and other metals from all ores, in the County of Amador, in the State of California, by a new process discovered by Messrs. , and for acquiring, by purchase or otherwise, such real and personal estate as may be necessary to carry on the above-described undertaking.

The amount of the capital stock of the company shall be dollars.

The time of its existence shall be years.

The stock shall consist of shares, of dollars each.

There shall be three trustees, and A., B., and C. shall be the trustees to manage the concerns of the company for the first three months.

The principal place of business of the company shall be located in the City of , County of , State of California.

In witness whereof, we have hereunto set our hands, at San Francisco, on this day of , A. D. 186 .

A.  
B.  
C.

Stamps.—See Form No. 152.

[Acknowledgment and filing as in Form No. 183.]

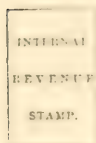
[A certificate of this kind must be acknowledged and filed in the county clerk's office, and a certified copy filed in the Secretary of State's office. See Gen. Laws 932.]

### No. 197.

#### Certificate, &c., for Orphan Asylums.

To all to whom these presents shall come, greeting :

This is to certify that we, the undersigned, being desirous to act in concert, and to become and form an incorporate company or society, pursuant and according to the laws of the State of California concerning corporations, have this day associated as such corporation for the purposes hereinafter set forth.



The objects and purposes for which our corporation or society is formed are as follows :

*First.* For the care, relief, and protection of orphans.

*Second.* For the protection, care, and relief of sick, disabled, and indigent persons.

*Third.* For literary and educational purposes, and establishing, maintaining, and conducting one or more schools to accomplish this object.

That the corporate name of our society is "The Roman Catholic Orphan Asylum," and its purposes and objects only those before stated.

That the time of our existence as such society is only          years.

That the capital stock of the association is only          dollars.

That the stock is not divided into any distributive number of shares, but is owned and held by all in common.

That A., B., and C., trustees, are appointed to manage the concerns of said society for the period of          .

And that the City of San Francisco, in the State of California, is where the principal place of business of the company or society is to be located.

A. [L. s.]

B. [L. s.]

C. [L. s.]

[and six or more others.]

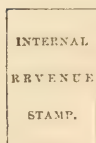
**Stamps.**—See Form No. 152.

[Acknowledgment and record as in Form No. 191. See Gen. Laws, 1041 and 1025.]

### No. 198.

#### Certificate of Election of Directors of the Pacific and Atlantic Railroad Company.

At a meeting of the stockholders of the "Pacific and Atlantic Railroad Company," held at San José on the 1st day of January, 1853, in pursuance of a notice duly published in the *Placer Times and Transcript*, and other papers in San Francisco, and in the *San José Telegraph*, and *Santa Clara Register*, by the Board of Commissioners for receiving subscriptions to the stock of said company, the undersigned, being a majority of said Board of Commissioners, presided, in pursuance of the statute



in such case made and provided, and acted as inspectors of the votes of said stockholders for president and directors of said company.

The whole number of shares of the stock of said company is .

For the office of president, A. B., of San Francisco, received the vote of shares, being all the votes cast, and was declared to be unanimously elected.

The following are the names of the directors, with the votes of each respectively.

C. D., of San Francisco, 500 shares.

E. F., " San José, &c. "

We hereby certify that the above is a correct statement of the election of president and directors of said company, and of the result thereof.

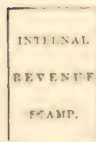
C. D.	} Commissioners.
E. F., &c., &c.	

Stamps.—See Form No. 152.

### No. 199.

#### Certificate of Incorporation of a Savings and Loan Society.

We, the undersigned, hereby certify, that we have associated ourselves together for the purpose of forming a society, and that we desire to incorporate the same under the provisions of an act entitled "An act to provide for the Formation of Corporations for the accumulation and investment of funds and savings," approved April 11, 1862; and in conformity with the requirements of said act, we hereby further certify, that the corporate name of this corporation shall be The Savings and Loan Society; that the object for which it is formed is, that by means of it the members thereof may be enabled to find a secure and profitable investment for small savings, and may have an opportunity of obtaining from it the use of a moderate capital, on giving good and sufficient security for the repayment of the same; that the amount of its capital stock shall be dollars, and the number of shares of which said stock shall consist shall be ;



that the society shall go into operation as soon as \_\_\_\_\_ shares  
shall have been subscribed for, and an instalment of \_\_\_\_\_  
dollars per share paid thereon; that the time of its existence shall be  
\_\_\_\_\_ years, from and after the filing of this act of incorpora-  
tion; that the number of directors for the first six months shall be  
\_\_\_\_\_, and that their names are A., B., C., D., and E., and  
that the principal place of business of the society shall be located at  
the City of \_\_\_\_\_, County of \_\_\_\_\_, State of California.

In testimony whereof, we have hereunto set our hands and seals,  
in duplicate, in the City of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_,

A. D. 186 .  
A. [L. s.]  
B. [L. s.]  
C. [L. s.]  
D. [L. s.]  
E. [L. s.]

Stamps.—See Form 152.

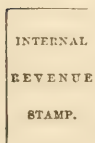
[Acknowledgment and filing as in Form No. 188. See Gen. Laws, 1098.]

No. 200.

Certificate of Incorporation of a Telegraph Company.

State of California, }  
City and County of San Francisco, } ss.

We \_\_\_\_\_, do hereby certify and declare: That we have  
this day associated ourselves together as a company, for the purpose  
of constructing and putting in operation a line of wires of  
electro-magnetic telegraph from the City of San Francisco,  
by way of the City of San José, the Towns of Santa Cruz  
and Monterey, and other intermediate points, to the City of  
Los Angeles, under and in pursuance of an act of the Legis-  
lature of the State of California, entitled "An Act concerning Corpora-  
tions," passed April 22d, 1850.



And we further certify and declare as follows, to wit:

*First.* That the corporate name to distinguish such company and  
association, and to be used in its dealings, and by which it shall sue  
and be sued, is and shall be "The Pacific and Atlantic Telegraph  
Company."



*Second.* That the general route of said line of telegraph is and shall be the most practicable and direct route from the City of San Francisco, by way of the City of San José, the Town of Monterey, the Town of Santa Cruz, and other intermediate points and places, to the City of Los Angeles.

*Third.* That the capital stock of said association is and shall be \_\_\_\_\_ dollars, which capital stock is and shall be divided into \_\_\_\_\_ shares of stock, each share of which shall represent \_\_\_\_\_ dollars, of the capital stock of said company.

*Fourth.* That the names and places of residence of the persons holding shares in said association and company, and the number of shares subscribed for by each of them respectively, are as follows, to wit:

NAME.	PLACE OF RESIDENCE.	NO. OF SHARES.
A. B.	San Francisco,	500
C. D.	" " &c., &c.	

*Fifth.* That said association and company shall commence on this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18\_\_\_\_, and shall continue for the period of \_\_\_\_\_ years next thereafter, and shall terminate at the expiration of said time.

In witness whereof, we have hereunto set our several hands and seals, this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 186\_\_\_\_, at the City and County of San Francisco (signed in duplicate).

A. B. [L. S.]

C. D. [L. S.]

E. F. [L. S.]

Signed and sealed, in the presence of }  
J. B. }

Stamps.—See Form No. 152.

[Acknowledgment and Filing as in Form. No. 188.—See Gen. Laws, 994.]

## No. 201.

### Certificate of Incorporation of a Vineyard Society.

This is to certify, that the subscribers hereto have, this \_\_\_\_\_ day of \_\_\_\_\_, in the year of our Lord 186\_\_\_\_ (under the act of the



Legislature of the State of California, entitled "An Act to provide for the Formation of Corporations for certain purposes," approved April 14th, 1853,) associated themselves together as a corporation for the purpose of manufacturing wine from grapes grown in the County of \_\_\_\_\_, in the said State of California; and have determined and agreed as follows:

1st. That the name of said corporation shall be the Los Angeles Vineyard Society, and that the capital stock of said company shall be \_\_\_\_\_ dollars, divided into \_\_\_\_\_ equal shares, of \_\_\_\_\_ dollars each, and that the principal place of business shall be in \_\_\_\_\_, County of \_\_\_\_\_, State of California \_\_\_\_\_, and that the mechanical operations of said company shall be conducted in the said County of \_\_\_\_\_, at the rancho called \_\_\_\_\_.

2d. That the duration of said association shall extend to and embrace the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 187 \_\_\_\_\_.

3d. The affairs of said association shall be managed by a board of \_\_\_\_\_ trustees, whose names are as follows, to wit: A., B., C., and D., they being the trustees appointed by the said association to manage its business, under the constitution and by-laws adopted for the first three months after the incorporation of the said company, and until such time as other trustees are elected, under the said constitution and by-laws, to succeed them.

A. [L. s.]

B. [L. s.]

C. [L. s.]

D. [L. s.]

Stamps.—See Form No. 152.

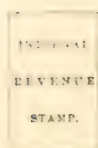
[Acknowledgment and filing as in Form No. 188. See Gen. Laws, 933.]

---

No. 202.

Certificate of Incorporation of a Water Company.

*Certificate of Incorporation of the San Mateo and San Francisco Water Company, a corporation formed for the purpose of furnishing*



and supplying the City of \_\_\_\_\_, and County of \_\_\_\_\_, with fresh and pure water.

ARTICLE 1.—The corporate name of this corporation is and shall be “The San Mateo and San Francisco Water Company.”

ART. 2.—The principal place of business of said corporation is intended to be, and shall be at the City of \_\_\_\_\_, in the County of \_\_\_\_\_, State of California.

ART. 3.—The objects for which this corporation is formed are to supply the City of \_\_\_\_\_, and County of \_\_\_\_\_, with fresh and pure water, by conducting and conveying the waters of \_\_\_\_\_ river into, and distributing the same, by means of aqueducts and pipes, through the streets and buildings of said City of \_\_\_\_\_, and County of \_\_\_\_\_, and selling the said water.

ART. 4.—The amount of the capital stock of this corporation is and shall be the sum of \_\_\_\_\_ dollars, and the same shall be divided into \_\_\_\_\_ shares, of \_\_\_\_\_ dollars each.

ART. 5.—This corporation shall continue for the period of \_\_\_\_\_ years, from the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 186 \_\_\_\_\_.

ART. 6.—There shall be \_\_\_\_\_ trustees of this corporation, who shall manage the concerns of the said corporation for the first three months after the formation of this corporation. The names and residences of said first \_\_\_\_\_ trustees are as follows:

A. B., of \_\_\_\_\_

C. D., of \_\_\_\_\_, &c.

In witness whereof, the undersigned have hereunto subscribed their names at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, A. D.,  
186 \_\_\_\_\_

A. B.

C. D.

E. F.

Stamps.—See Form No. 152.

[Acknowledgment and filing as in Form No. 183. See Gen. Laws, 967 and 933.]

No. 203.

Certificate of Incorporation of a Dock and Wharf Company.

The undersigned, trustees of the San Francisco Dock and Wharf Company, in conformity with the requirements of an act entitled "An Act to provide for the Formation of Corporations for certain purposes," passed the 14th day of April, A. D. 1853, do certify, that they desire to form a corporation for wharfing, dockage, and general warehousing purposes, under the name and style of "The San Francisco Dock and Wharf Company," and to incorporate the same for \_\_\_\_\_ years, from the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 186 .



The said corporation to pursue the business of wharfing, dockage, and warehousing, in the City of \_\_\_\_\_, and County of \_\_\_\_\_, the principal place of business of the company, with a capital of \_\_\_\_\_ dollars, represented by \_\_\_\_\_ shares of stock, divided into \_\_\_\_\_ shares of \_\_\_\_\_ dollars each. Said corporation to purchase and sell such real estate as may be deemed necessary by its trustees to carry on said business, or which may be obtained by purchase or otherwise in the course of its business.

To build a sea-wall or bulkhead, wharfs, piers, docks, and warehouses, and to purchase or lease the same, with the rights, franchises, or contracts appurtenant; to hire or build such warehouses as may be required to carry on said wharfing and dockage, and the business incident thereto; and generally to possess powers sufficiently ample and extensive to meet the requirements of the increasing business in which said corporation may engage.

The undersigned do further certify, that the number of trustees of the San Francisco Dock and Wharf Company, herein incorporated under the before-mentioned act, shall be \_\_\_\_\_ as follows, namely, A., B., C., &c., of the City of \_\_\_\_\_, who shall manage the concerns of the company for the first three months, and until their successors are lawfully elected. Dated this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 186 .

A.

B.

C., &c.

Stamps.—See Form No. 152.

[Acknowledgment and filing as in Form No. 188. See Gen. Laws, 933.]

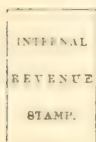
## No. 204.

BLANK PUBLISHED.

## County Clerk's Certificate annexed to Copy of Certificate of Incorporation.

Office of the County Clerk,  
Of the *City and County of San Francisco.* }

I, *Wm. Lecuy*, County Clerk of the *City and County of San Francisco*, State of California, and Clerk of the County Court thereof, do hereby certify the foregoing to be a full, true, and correct copy of the Certificate of Incorporation of the *Smucker Valley Gold and Silver Mining Company*, on file in my office.



Witness my hand and the seal of said court, this *25th* day of *November*, A. D. 186*4*.

*Wm. Lecuy*, Clerk,  
By *Wm. Hatney*, Deputy Clerk.

(Seal of County Court.)

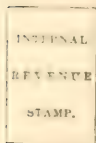
Stamps.—See Form No. 152. '

## No. 205.

## Certificate to Copy of a Record, or Paper, on File in the Clerk's Office.

State of California,  
City and County of San Francisco, } ss.  
County Clerk's Office, May 1, 1859, }

I, William Duer, County Clerk of the City and County of San Francisco [*where the paper is on file or on record in one of the courts of which he is clerk, add, and clerk of the* Court], do hereby certify, that I have compared the foregoing copy of a [*Name the instrument.*], and of the endorsements thereupon, with the original records of the same remaining in this office [*or, with the originals now remaining on file in*





this office], and that the same are correct transcripts therefrom, and of the whole of said original records [*or*, originals].

Witness my hand, and the seal of, &c.

[SEAL.]

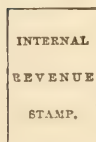
Stamps.—See Form No. 152.

No. 206.

Certificate of Exemplification of Record.

State of California, }  
City and County of San Francisco, } ss.

I, William Duer, County Clerk of the City and County of San Francisco, State of California, and ex-officio Clerk of the Probate Court thereof, do hereby certify, that the foregoing eight pages, numbered from one to eight, inclusive, contain a true, full, and correct transcript of all the papers, orders, and proceedings on file, and of record in my office, in the matter of the estate of A. B., deceased.



Witness my hand and the seal of said Probate Court, this fourteenth day of April, one thousand eight hundred and fifty-nine.

[SEAL.]

WILLIAM DUER, Clerk.

Stamps.—See Form No. 152.

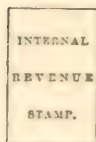
See Gen. Laws, 5383.

No. 207.

Certificate of Exemplification of Record.—Another Form.

The People of the State of California, by the grace of God free and independent, to all to whom these presents shall come, greeting :

Know ye, that we, having inspected the records and files in the office of the County Clerk of the City and County of San Francisco,



and Clerk of the District Court of the Twelfth Judicial District of the State of California in and for said city and county, do find a certain judgment-roll there remaining of record, which is in the words and figures following, to wit: [*Here insert the record and conclude as follows:*] all of which we have caused to be exemplified, in accordance with the act of Congress.

Attest my hand and the seal of said Twelfth District Court, this first day of July, A. D. one thousand eight hundred and fifty-nine.

[SEAL.]

WILLIAM DUER, Clerk,  
By WM. R. SATTERLEE, Deputy.

Stamps.—See Form No. 152.

[The above certificate (to authorize the admission of the record in the courts or offices of another State) must be further certified as directed in Gen. Laws, 260.]

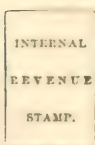
### No. 208.

BLANK PUBLISHED.

#### County Clerk's Certificate of Office.

State of California,  
*City and County of San Francisco,* } ss.

I, *Wm. Loewy*, County Clerk of the *City and County of San Francisco*, State of California, do hereby certify, that



*Esq.*, the person subscribing the annexed , and before whom the same was taken, was at the date hereof, and is now, a in and for the said *city and county* duly , that by virtue of his said office, he is authorized to take acknowledgments and administer oaths. I do further certify, that I am acquainted with the handwriting of the said , and verily believe the name , subscribed to the said annexed instrument, is his proper and genuine signature, and, further, that his attestations are in due form of law.

In witness whereof, I have hereunto set my hand and affixed the seal of the County Court of the said *city and county*, this *78th* day of *August*, A. D. 186*4*.

*William Loewy*, County Clerk.

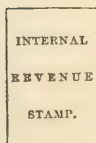
[SEAL.]

Stamps.—See Form No. 152.

No. 209.

County Clerk's Certificate of Office.—Another Form.

State of California, }  
*City and County of San Francisco,* } ss.  
 I, *William Leewy*, County Clerk of the *City and County of San Francisco*, and Clerk of the County Court of said *city and county* (which is a Court of Record), do hereby certify that \_\_\_\_\_, whose name is subscribed to the annexed \_\_\_\_\_, was at the date of the same, and is now, a \_\_\_\_\_ in and for said *city and county*, duly \_\_\_\_\_ and qualified, and authorized by law \_\_\_\_\_, and full faith and credit are due to all his official acts as such. And I do further certify that the signature attached to the annexed \_\_\_\_\_ is genuine.



In witness whereof, I have hereunto set my hand and affixed the seal of the said County Court, at my office in the *City and County of San Francisco*, this 1st day of *July*, A. D. 1864.

*Wm. Leewy,*

[SEAL.] County Clerk, and Clerk of the County Court  
 of the *City and County of San Francisco*.

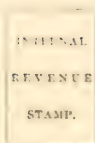
Stamps.—See Form No. 152.

No. 210.

BLANK PUBLISHED.

County Clerk's Certificate of Election of Officer.

United States of America, }  
 State of California, • } ss.  
*City and County of San Francisco,* }  
 Office of the County Clerk }  
 Of the *City and County of San Francisco.* }  
 I, *William Leewy*, County Clerk of the *City and County of San Francisco*, do hereby certify, that at an election held in



said *city and* county, on the       day of       , Anno Domini one thousand eight hundred and sixty-four, was elected       in and for the said *city and* County of *San Francisco*.

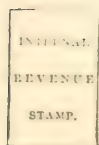
Witness my hand and the seal of the County Court of the *city and* County of *San Francisco*, this       day of       , A. D. 1864.

*William Leary*,  
County Clerk.

(Seal of County Court.)

State of California, } ss.  
*city and* County of *San Francisco*,

I,       do solemnly swear that I will support the Constitution of the United States of America, and the Constitution of the State of California, and that I will faithfully discharge the duties of the office of       in and for the *city and* County of *San Francisco*, according to the best of my ability. So help me God.



Subscribed and sworn to before me, this       day }  
of       , A. D. 186       . }

Stamps.—See Form No. 152.

See Gen. Laws, 2461 and 4735.

No. 211.

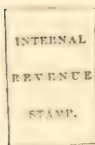
BLANK PUBLISHED.

### County Clerk's Certificate of Signature.

State of California, } ss.  
*city and* County of *San Francisco*,

I, *William Leary*, County Clerk of the *city and* County of *San Francisco*, State of California, hereby certify, that

, Esq., before whom the annexed instrument was made and executed, and who has thereunto subscribed his name, was, at the time of so doing, a       in and for the said *city and* county, duly commissioned and sworn, and that his signature thereto is genuine. I further certify that the



said is made and executed in accordance with the laws of the State of California.

In witness whereof, I have hereunto signed my name and affixed the seal of the County Court of the said *city and county*, this *18th* day of *August*, A. D. 186*4*.

*William Loeuy*, County Clerk.

(Seal of County Court.)

Stamps.—See Form No. 152.

No. 212.

Certificate of Clerk of Court to the Signature of a Judge.

State of California, }  
County of Santa Clara, } ss.

I, John B. Hewson, County Clerk of the County of Santa Clara, State of California, and ex-officio Clerk of the District Court of the

Third Judicial District in and for the County of Santa Clara, do hereby certify that the Hon. William McKee, by whom the foregoing attestation was made, and whose genuine signature is subscribed thereto, was at the time of signing the same, and still is, Judge of the District Court of the Third Judicial District in and for the County of Santa Clara, duly commissioned and sworn, to whose acts, as such, full faith and credit are due.

In witness whereof, I have hereunto set my hand and the seal of said Third District Court, this tenth day of May, A. D. 1859.

[SEAL.]

JOHN B. HEWSON, Clerk.

Stamps.—See Form No. 152.

No. 213.

Certificate of Judge to Signature, &c., of the Clerk.

State of California, }  
City and County of San Francisco, } ss.

I, M. E. Blake, Judge of the Probate Court of the City and



County of San Francisco, do hereby certify, that William Duer, whose genuine signature is affixed to the foregoing certificate, is, and was at the time of signing the same, the clerk of said court, duly authorized by law to make such certificate; that he is the legal keeper of said record, and that the foregoing attestation is in due form.

Witness my hand, this fifteenth day of April, one thousand eight hundred and fifty-nine.

M. E. BLAKE, Probate Judge.

Stamps.—See Form No. 152.

### No. 214.

#### Certificate of a Judge to the Signature and Attestation of an Officer.

State of California, }  
County of Santa Clara. }

I, William H. McKee, Judge of the Third Judicial District of the State of California in and for the County of Santa Clara, do hereby certify that Austin M. Thompson, by whom the annexed transcript [*or record, or copy of, as the case may be*], certificate, and attestation were made and given, and who in his own proper handwriting has thereunto subscribed his name [*where he is an officer having a seal, add, and affixed his official seal*], was at the time of so doing, and now is, County Recorder in and for the said County of Santa Clara, State of California, duly commissioned and qualified; to all whose acts as such, full faith and credit are and ought to be given, as well in courts of jurisdiction as elsewhere; and that the said transcript [*or record, or copy of, as the case may be*], certificate, and attestation are in due form, and made by the proper officer.

In witness whereof, I have hereunto set my hand, the tenth day of May, one thousand eight hundred and fifty-nine.

WILLIAM H. MCKEE, District Judge.

Stamps.—See Form No. 152.

No. 215.

BLANK PUBLISHED.

Certificate of Marriage.



This certifies that the rite of holy matrimony was celebrated between *John Doe*, of *San Francisco*, and *Jane Roe*, of *Sacramento*, on *August 3, 1864*, at *San Francisco*, State of *California*, by me, *Henry J. Wells*, Justice of the Peace of the 2d Township in the City and County of *San Francisco*.

*Henry J. Wells*,  
Justice of the Peace.

Witness, *William H. Knight*.

Witness, *H. H. Bancroft*.

Stamps.—See Form No. 152.

[The certificate and license must be filed in the recorder's office within thirty days after the marriage. See Gen. Laws, 4467.]

No. 216.

BLANK PUBLISHED.

Certificate of Marriage.—Another Form.

*San Francisco*, Cal., *August 24, 1864*.

This certifies, that I, *George Robins*, Justice of the Peace of the 4th Township in the City and County of *San Francisco*, united in marriage, in the City and County of *San Francisco*, State of [California], on the 24th day of *August*, A. D. one thousand eight hundred and sixty-four.



*John Doe* and *Jane Roe*,

Residence, *Sacramento*.

Age, *twenty-five* years.

Color, *white*.

Place of nativity, *Boston*.

Single or widowed, *single*.

Residence, *San Francisco*.

Age, *twenty* years.

Color, *white*.

Place of nativity, *Chicago*.

Single or widowed, *widowed*.

In accordance with the laws of the State of [California].

*George Robins*,

Justice of the Peace of the 4th  
Township in the City and  
County of *San Francisco*.

Stamps.—See Form No. 152.

[The certificate and license must be filed in the recorder's office within thirty days after the marriage. See Gen. Laws, 4467.]

## No. 217.

**Certificate of Limited Partnership, in accordance with  
the Act of April 4th, 1850.**

This is to certify, to all to whom these presents shall come: That we, whose names are hereunto severally subscribed, have entered into a

INTERNAL
REVENUE
STAMP.

limited partnership, within the State of California, under and by virtue of an act of the Legislature of said State (and the acts supplementary thereto), passed the fourth day of April, A. D. 1850, entitled, "An Act to authorize the Formation of Limited Partnerships," upon the terms and liabilities hereinafter set forth, to wit:

1. The said partnership is to be conducted under the name and style of Richards & Dean.

2. The names of the general partners in the said firm are William Richards and John Dean, both residents of the City of San Francisco, State of California, and the special partner is James Brown, of the City of Sacramento, State aforesaid.

3. The said special partner, James Brown, has contributed to the common stock of said firm the sum of twenty thousand dollars.

4. The general nature of the business to be transacted by the said firm is the manufacturing, purchasing, and selling native California wines.

5. The said partnership is to commence immediately at and after the signing of this certificate, and is to terminate on the thirty-first day of December, A. D. one thousand eight hundred and sixty-two.

Made and severally signed by the said partners, at the City of San Francisco, the first day of January, A. D. one thousand eight hundred and fifty-nine.

WILLIAM RICHARDS.

JOHN DEAN.

JAMES BROWN.

3. The said special partner, James Brown, has contributed to the common stock of said firm the sum of twenty thousand dollars.

[The above certificate must be acknowledged by all the partners, and recorded in the recorder's office of the county where the principal place of business of the partnership is situated. See Gen. Laws, 4§15.]

**Stamps.**—See Form No. 152.

No. 218.

Certificate and Transfer of Sheriff on Sale of Personal Property—An Interest in a Contract.

In the District Court of the Twelfth Judicial District of the State of California, in and for the County of San Mateo.

Henry Haws

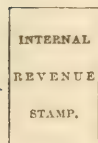
*against*

William Jones and Charles Brown.

I, John W. Ackerson, Sheriff of the said County of San Mateo, do hereby certify: That, by virtue of an execution in the above cause,

tested the 31st day of October, A. D. 1858, by which I was commanded to make the amount of \$ , to satisfy the judgment in this action, with costs and interest thereon, out of the personal property of William Jones, one of the above defendants, and if sufficient personal property could not be found, then out of the real property belonging to the said defendant, William Jones, on the 17th day of August, A. D. 1858, or at any time thereafter, as by the same writ, reference being thereunto had, more fully appears; I have levied on, and this day sold at public auction, according to the statute in such case made and provided, to the above-named plaintiff, Henry Haws, who was the highest bidder, for the sum of five (5) dollars, which was the whole price paid by him for the same, the following-described personal property, to wit: all the interest of said defendant, William Jones, in a certain written contract in the Spanish language, entered into between, and signed by, Messrs. Jones & Parker, lawyers, of the one part, and Pedro Castillo of the other part, which contract is dated June 20, 1852, and is subscribed by James Church as a witness thereto, the original whereof is hereunto annexed.

That said personal property is not subject to redemption; therefore I, John W. Ackerson, Sheriff, as aforesaid, in consideration of the premises, and of the said sum of five dollars, so bidden, and to me in hand paid by the said Henry Haws, do hereby sell, assign, transfer, and set over unto the said Henry Haws, his heirs, executors, administrators, and assigns, all the right, title, and interest of said defendant,



William Jones, in and to the above-mentioned and described contract in the Spanish language, and hereto annexed, with all the benefits, rights, and remedies thereunto belonging, as fully and effectually as I, as such sheriff, may, can, or ought to sell, assign, transfer, and set over the same, under and by virtue of the aforesaid execution.

In witness whereof, I, the said John W. Ackerson, Sheriff, have hereunto set my hand and seal, this second day of January, A. D. 1859.

JOHN W. ACKERSON, [L. S.]  
Sheriff, &c.

Signed, sealed, and delivered, }  
in the presence of }  
A. B. }

Stamps.—See Form No. 152.

No. 219.

BLANK PUBLISHED.

Sheriff's Certificate of Sale of Real Estate on Execution.

In the District Court of the *Fourth* Judicial District of the State of California, in and for the *City and County of San Francisco*.

*John Doe,*

Plaintiff,

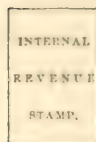
*against*

*Richard Roe,*

Defendant.

SHERIFF'S CERTIFICATE OF SALE OF  
REAL ESTATE ON EXECUTION.

I, *Mentis L. Davis*, Sheriff of the *City and County of San Francisco*, do hereby certify: That by virtue of an execution in the above-entitled action, tested the *tenth* day of *August*, A. D. 186*4*, by which I was commanded to make the amount of *twenty-five thousand* dollars, *gold coin* of the United States, to satisfy the judgment in said action, with costs and interest thereon, out of the personal prop-





erty of \_\_\_\_\_, the defendant in said action; and if sufficient personal property could not be found, then out of the real property belonging to the said defendant \_\_\_\_\_, on the *8th* day of *August*, A. D. 1864, or at any time thereafter, as by the said writ, reference being thereunto had, more fully appears; I have levied on, and this day sold, at public auction, according to the statute in such cases made and provided, to *John Smith*, who was the highest bidder, for the sum of *ten thousand* dollars, *gold coin* of the United States, which was the whole price paid by him for the same, the real estate particularly described as follows, to wit:

[*Description.*]

That the price of each distinct lot and parcel was as follows:—  
*parcel No. 1, five thousand dollars; parcel No. 2, five thousand dollars;* and that the said real estate is subject to redemption, in *gold coin* of the United States, pursuant to the statute in such cases made and provided.

Given under my hand, this *thirtieth* day of *August*, A. D. 1864.

*Henty L. Davis,*

Sheriff.

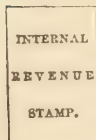
Stamps.—See Form No. 152.

No. 220.

BLANK PUBLISHED.

# Sheriff's Certificate of Sale of Real Estate on Foreclosure of Mortgage.

I, *Charles Kent*, Sheriff of the \_\_\_\_\_, County of *Nevada*, State of California, do hereby certify: That, under and by virtue of the final judgment and decree of the District Court of the *Fifteenth* Judicial District of the State of California, in and for the \_\_\_\_\_, County of *Nevada*, in a certain action lately pending in said District Court, at the suit of *John Doe*, plaintiff, against *Richard Ace*, defendant, duly certified to me under the seal of said District Court, the day of \_\_\_\_\_, A. D. 1864, and to me, as such sheriff, duly



directed and delivered, whereby I was commanded to sell the property hereinafter described, according to law, and apply the proceeds of such sale towards the satisfaction of the judgment in said action, amounting to the sum of *one thousand and five hundred dollars, gold coin of the United States of America*, with interest and costs of suit, on the                      day of                      , A. D. 186*4*, at *11* o'clock *A. M.*, at the Court-House door, in the *City* of *Nevada*, in the County of *Nevada*, I duly sold at public auction, according to law, and after due and legal notice, to *John Smith*, who made the highest bid therefor at such sale, for the sum of *one thousand and two hundred dollars, gold coin of the United States of America*, which was the whole price paid, the real estate in said order of sale, described as follows, to wit:—

[*Description.*]

And I do hereby further certify, that the said property was sold in *two* lots or parcels; that the price bid for each distinct lot or parcel was as follows, to wit:

*The sum of \$1,000, gold coin of the United States of America, for the lot or parcel first above described; and*

*The sum of \$200, gold coin of the United States of America, for the lot or parcel secondly above described; and that the said sum of twelve hundred dollars, gold coin of the United States of America, was the highest bid made, and the whole price paid therefor; and that the same is subject to redemption, in gold coin of the United States of America, pursuant to the statute in such case made and provided.*

Given under my hand, this                      day of                      , A. D. 186*4*.  
*Charles Kent,*  
 Sheriff.

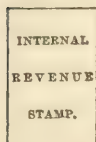
Stamps.—See Form No. 152.

No. 221.

Certificate of Real Estate sold for Non-Payment of State  
and City and County Taxes, for the Fiscal Year  
1863-64.

State of California,  
City and County of San Francisco, } ss.

I, Charles R. Story, Tax Collector of the City and County of San Francisco, do hereby certify : That, by virtue of an act of the Legislature of the State of California, entitled "An Act to provide Revenue for the Support of the Government of this State," approved April 29th, 1857; and the several acts amendatory thereof and supplementary thereto, as well as the other statutes and laws of the State of California, applicable, E. H. Washburn, heretofore, and at the time of the levy and publication hereinafter spoken of, the tax collector of the city and county aforesaid, did, on the third Monday in October, 1863, levy upon the property of which description is first hereafter given in this certificate, for taxes due to the State of California, and to the City and County of San Francisco, together with the costs and charges due thereon: That the said property was assessed for the fiscal year ending June 30th, 1864, to John Doe, and to all owners and claimants, known or unknown, and to all owners and claimants of any interest, present or future, therein, or any lien upon the same: That said taxes were levied upon it according to law: That said taxes were not and had not been paid, and, at the time of the sale hereinafter spoken of, still remained due and unpaid: That publication of the intention to sell for the taxes was made, as provided by law: That in said publication was given the name of the owner, when known, of all the real estate, together with such a condensed description of the property, that it might easily be known: and also, a similar condensed description of any real estate assessed to unknown owners: and also, the name of every party delinquent for any tax on personal property: and also, opposite each name or description, was given the amount of taxes, including the cost and charges, as provided by law, due from each delinquent person or property: That said publication was made



by one insertion one time per week for three successive weeks in a supplement to the *Daily Evening Journal*, a public newspaper published in the City and County of San Francisco: That said insertions were made and published, one on the 23d day of November, A. D. 1863; one on the 30th day of November, A. D. 1863; and one on the 7th day of December, A. D. 1863: That said publication did designate the time and place of commencing the sale, which time was not less than twenty-one days nor more than twenty-eight days from the first appearance of the publication, and the place so designated was in front of the city and county Court House, in said city and county: That the property assessed, situate, lying, and being within the City and County of San Francisco, and described thus:

[*Description.*]

was on the            day of December, A. D. 1863 (to which time the sale was duly postponed), in accordance with law, offered at public auction in front of said city and county Court House: That at said auction William Bidwell was the bidder, who was willing to take the least quantity, or smallest portion of the said land, and pay the taxes, costs, and charges due thereon, which taxes, costs, and charges, including the \$2.00 for this certificate, amounted to

$\frac{\quad}{100}$  dollars: That the said smallest quantity of the said land, lying and being within the City and County of San Francisco, was, as is hereinafter described, to wit:

[*Description.*]

That the said smallest quantity of land, as described, was, by E. H. Washburn, Tax Collector, as aforesaid, struck off to the said William Bidwell, who paid the full amount of said taxes, costs, and charges, and therefore became the purchaser of the last-described piece or parcel of land; and I do further certify, that the said real estate was sold subject to redemption, pursuant to the statute in such cases made and provided.

Given under my hand, this                    day of                    , 1864.

CHARLES R. STORY,

Tax Collector of the City and County of San Francisco.



## Certificate and Consent.

No. 222.

### Consent of Father or Mother to Apprentice's Indenture.

I, John Knox, father of the within-named James Knox, a minor, do hereby consent to, and approve of, the binding of my son, the said James Knox, as in the above [*or*, within] indenture mentioned. Dated the 5th day of May, in the year 1864.

JOHN KNOX.

[Consent to binding of an apprentice must be endorsed on indenture. See Gen. Laws, 332.]

No. 223.

### Certificate and Consent of Guardian to Apprentice's Indenture.

I, C. G. Bryant, the guardian, duly appointed, of Geo. Bruce, in the within indenture named, do certify, that the father and mother of the said Geo. Bruce are dead [*or*, that the father of the said Geo. Bruce is dead, and that the mother of the said Geo. Bruce is not in legal capacity to give her consent to the said indenture of apprenticeship]; and that I do hereby consent, as his guardian, that he, the said Geo. Bruce, may bind himself in and by the said indenture.

Dated the first day of May, 1864.

C. G. BRYANT,

Guardian of the said Geo. Bruce, a minor.

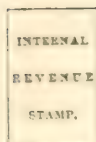
[Consent to be endorsed as in Form No. 222.]

Stamps.—See Form No. 152.





## No. 224.

Justice's Certificate, where Mother gives Consent to  
Apprentice's Indenture.

I, B. C., a Justice of the Peace in and for the City and County of San Francisco, do certify, that the father of the infant named in the within indenture is dead [*or*, is not in legal capacity to give his consent thereto; *or*, has abandoned and neglected to provide for his family.] Dated the      day of      , 1864.

B. C., Justice of the Peace.

[The certificate and consent of the mother are to be endorsed on indenture. See Gen. Laws, 331.]

Stamps.—See Form No. 152.

## No. 225.

Certificate and Consent of the Supervisors, two Justices of the Peace, or Judge of the Probate Court, of the County in which the Infant resides, to Apprentice's Indenture.

We, the undersigned, the Supervisors of the County of      , by A. B., their president, duly authorized by us to sign for us [*or*, two Justices of the Peace of the County of      ; *or*, I, the undersigned, the Probate Judge of      County], where the within-named G. B. resides, do certify, that the said G. B. has no parent living [*or*, no parent in legal capacity to give consent to the within indenture; *or*, no father living, and his mother is not in legal capacity to give consent to the within indenture], and that he has no guardian, and that we, the said supervisors [*or*, justices; *or*, I, the said judge], do consent that the said C. D. may bind himself in and by the said indenture.

Dated May 1, 1864.

The Supervisors of the County of      , by A. B., their president.

*Or*, C. D., Justice, &c., E. F., Justice, &c.

*Or*, G. H., Probate Judge.

Stamps.—See Form No. 152.

CERTIORARI.—See DISTRICT COURT.

CHARTER PARTY.—See AGREEMENT AND CONTRACT.

## Chattel Mortgage.

No. 226.

BLANK PUBLISHED.

### Chattel Mortgage.

This indenture, made the *twenty-third* day of *August*, in the year of our Lord one thousand eight hundred and sixty-four, between

INTERNAL  
REVENUE  
STAMP.

*John Doe*, residing at the *City* and County of *San Francisco*, State of *California*, and by profession, trade, or occupation, a *hotel-keeper*, the party of the first part, and *Richard Roe*, residing at the *City* of *Sacramento*, County of *Sacramento*, State of *California*, and by profession, trade, or occupation, a *furniture dealer*, the party of the second part, witnesses: That the said party of the first part, for and in consideration of the sum of *three thousand* dollars, *gold coin* of the United States, to *him* in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned, transferred, and set over, and by these presents does grant, bargain, sell, assign, transfer, and set over unto the said party of the second part, all those certain goods and chattels now being in the *hotel kept by said party of the first part*, in said *City* of *San Francisco*, State of *California*, and described as follows, to wit:

[Description.]

*being the identical articles for the purpose of securing the purchase-money of which they are herein mortgaged.*

To have and to hold, all and singular the said goods and chattels

above bargained and sold, or intended so to be, unto the said party of the second part, *his* executors, administrators, and assigns, forever. Provided, nevertheless, and these presents are upon this express condition, that if the said party of the first part, *his* executors, administrators, or assigns, shall well and truly pay unto the said party of the second part, *his* executors, administrators, or assigns, the sum of *three thousand* dollars, *gold coin* of the United States, on the *23d* day of *October*, A. D. 186*4*, at the *office* of the said *party* of the second part in the *city* and County of *Sacramento*, State of California, and shall further pay, in *gold coin* of the United States, unto the said party of the second part, *his* executors, administrators, or assigns, interest upon the said principal sum, at and after this date, at the rate of *two* per cent. per month, *monthly* in advance, on the *23d* day of *each and every* month, at said *office* of the said *party* of the second part, in the said *city* and County of *Sacramento*, *according to the true intent and meaning of a certain promissory note bearing even date with these presents, and which said note is in the words and figures following, to wit: [Copy of note or notes.] as by the said promissory note, reference being thereunto had, may more fully appear*, then these presents shall be void. But in case default shall be made in the payment of the said principal sum, or any one of said instalments of interest, then it shall and may be lawful for, and the said party of the first part *does* hereby authorize and empower the said party of the second part, *his* executors, administrators, or assigns, with the aid and assistance of any person or persons, to enter *his* dwelling-house, *hotel*, store, and other premises, and such other place or places, as the said goods or chattels are or may be placed, and take and carry away the said goods and chattels, and sell and dispose of the same for the best price they can obtain by due process of law, or by agreement between the parties to this mortgage, their executors, administrators, or assigns, which agreement shall be entered on the record of the mortgage, and out of the money arising therefrom, to retain and pay the said sum above mentioned, and interest as aforesaid, and all charges touching the same, and counsel fees, not to exceed *ten* per cent. upon the full amount which shall then be due, rendering the overplus, if any, unto the said party of the first part,

or to *his* executors, administrators, or assigns. And until default be made in the payment of the said sum of money, the said *party* of the first part, *his* executors, administrators, and assigns, may remain and continue in the quiet and peaceable possession of the said goods and chattels, and in the full and free use and enjoyment of the same.

In witness whereof, the said *party* of the first part has hereunto set *his* hand and seal, the day and year first above written.

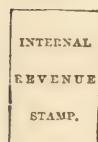
*John Doe.* [L. S.]

Signed, sealed, and delivered, in the presence of

*John Smith.*  
*Paul Jones.*

State of California,

*City and County of San Francisco,* } ss.



*John Doe*, of the *City and County of San Francisco*, being duly sworn, says, that *he* is the mortgagor named in the foregoing mortgage, and that the said mortgage is *bona fide* and made without any design to defraud or delay creditors.

*John Doe.*

Subscribed and sworn to before me, this 23d }  
day of *August*, A. D. 1864.

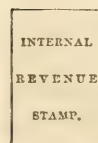
*Otis W. Sawyer.*

*Notary Public.*

(Notarial Seal.)

State of California,

*City and County of Sacramento,* } ss.



*Richard Roe*, of the *City and County of Sacramento*, being duly sworn, says, that *he* is the mortgagee named in the foregoing mortgage, and that the said mortgage is *bona fide* and made without any design to defraud or delay creditors.

*Richard Roe.*

Subscribed and sworn to before me, this 23d }  
day of *August*, A. D. 1864.

*Samuel Glass,*

*Notary Public.*

(Notarial Seal.)

[It is usual to acknowledge chattel mortgages, and they must be recorded in the county where the mortgagor lives, and in the county where the property is used. See Gen. Laws, 560.]



**Blanks**—These are printed on a sheet of legal cap, a part of the first and the whole of the second page being left blank, for a description of the mortgaged property, and all following the description being printed on the third and fourth pages. By this arrangement any number of sheets of legal cap can be inserted between the two leaves of the blank, which can therefore be used, whatever the length of the description.

The blank may be used, whether a promissory note is to accompany the mortgage or not.

**Stamps.**—See Form No. 43, as to stamps on Mortgages, and Form No. 152 as to stamps on Affidavits. See also Form No. 1.

### No. 227.

#### Chattel Mortgage by a Water-right Company.

Whereas, the following-named persons and firms are interested in, and claim to be the owners of, a water-ditch or canal, and appurtenances, known as the ditch or canal of the Middle Yuba Canal and Water Company, in the proportions or number of shares set opposite the name of each, and who reside at the places, and follow the profession, trade, or occupation set opposite the name of each, the whole ownership thereof being divided into one thousand shares, viz.:

INTERNAL  
REVENUE  
STAMP.

Names of Shareholders or Owners.	Number of Shares owned by each.	Residence of Shareholders or Owners.	Occupation, Trade, or Profession.
Jones & Brown.....	497	San Juan, Nevada County. Present residence of D. Jones, one of said firm, State of Wisconsin.	Merchants.
Richard Holmes.....	60	San Juan, Nevada County.	Banker.
James Miller.....	15	Mazinto Hill, Nevada County.	Miner.
&c.	&c.	&c.	&c.



And whereas, such ditch or canal was built and constructed under and in pursuance of an agreement, or articles of association, called constitution and by-laws, a copy whereof is hereto annexed, marked A, and is owned and possessed in pursuance thereof. And whereas, such ditch or canal is situate and located in the County of Nevada, and State of California, and is particularly designated and delineated on a map or plate hereto annexed, marked B.

And whereas, there has been heretofore borrowed of M. Johnson & Co. (to-wit: Martin Johnson, now deceased, and Henry Pearce, of the City of San Francisco), the sum of forty thousand dollars, gold coin of the United States of America, which sum has been expended in constructing and keeping in repair said canal or ditch. And whereas, there is now due to said Henry Pearce, surviving partner of M. Johnson & Co., on account of said loan, the sum of nine thousand eight hundred and twenty dollars and thirty-nine cents, like gold coin. And whereas, for the purpose of completing the construction of such canal or ditch, and of paying certain floating and outstanding debts, owing by the Middle Yuba Canal and Water Company, and incurred in constructing and carrying on such canal or ditch, it has become and is necessary to raise, by loan, the further sum of twenty thousand dollars, like gold coin.

And whereas, at a meeting of the shareholders of said company and owners of said canal or ditch, on the 7th day of February, 1864, pursuant to said constitution and by-laws, or articles of association, it was voted and resolved that the Middle Yuba Canal and Water Company will raise, by loan, to be secured by mortgage upon the ditch or canal and water-works of said company, the sum of twenty thousand dollars, like gold coin, to bear a rate of interest not exceeding three per cent. per month, payable quarterly, and if not paid when due, to be compounded with, and added to the principal, and thereafter to form a new principal, and bear the same rate of interest until paid.

And whereas, at said meeting it was also voted and resolved, that if the said Henry Pearce, surviving partner aforesaid, will and has consented to postpone the payment of said sum or loan due to him as aforesaid, that the Middle Yuba Canal and Water Company would secure the payment thereof by mortgage upon said ditch, canal, or water-works, to bear a rate of interest of three per cent. per month,

payable quarterly, and if not paid when due, to be compounded with and added to the principal, and thereafter to form a new principal, and bear the same rate of interest until paid.

And whereas, at said meeting it was also voted and resolved, that the president and trustees of the Middle Yuba Canal and Water Company be authorized, empowered, and instructed to negotiate for and procure such loan, and such postponement, and for and on behalf of the said company, to execute and deliver a mortgage or mortgages upon the ditch or canal and water-works of said company, with the appurtenances, to secure the payment of said loans and sums of money and interest, as above specified.

Now, therefore, this indenture, made the       day of February, eighteen hundred and sixty-four, by and between the Middle Yuba Canal and Water Company, of Nevada, Nevada County, California, a company for mining, chemical, or agricultural purposes, and furnishing and selling water for such purposes, and each of the firms and persons subscribing this indenture, whose residences, trades, professions, and occupations are hereinbefore set forth, shareholders in and part owners of said ditch or canal and water-works, parties of the first part, and Henry Pearce, of the City and County of San Francisco, California, merchant, party of the second part, witnesses: That the said parties of the first part, as a company and individually, for and in consideration of the premises, and in consideration of the sum of       dollars, gold coin of the United States of America, lent and advanced by the party of the second part to the parties of the first, the receipt whereof is hereby confessed and acknowledged, and in further consideration of the postponement by said Pearce of the payment of said sum so due and owing to him, have sold, granted, conveyed, and mortgaged, and by these presents do sell, grant, convey, and mortgage unto the said party of the second part, all the right, title, interest, claim, and property of the said parties of the first part, as a company, members of firms and individually, of, in, and to the ditch or canal and water-works, reservoirs, and rights of water, including dams, sluices, gates, trunks, and branches belonging and pertaining to the Middle Yuba Canal and Water Company, as the same is more particularly designated and delineated on the map or plot marked B, hereto annexed, and forming part of this instrument.

This grant and instrument is intended as security for the payment, in gold coin of the United States of America, of the said sum of twenty thousand dollars, in one year from date, with interest, at three per cent. per month, payable monthly, and if not paid when due, to be added to the principal, and compounded, and bear the same rate of interest; which payments of principal and interest, at the times, and in the manner above mentioned, at the banking-house of John Parrott & Co., in the City and County of San Francisco, will render this conveyance and instrument void; but in case default be made in the payment of the principal or interest above mentioned, or any part, at the time, place, and in the manner above mentioned, then the said party of the second part is hereby authorized and empowered to sell the property hereinbefore mentioned, to wit: said ditch or canal and water-works, with the appurtenances and every part and parcel thereof, in the manner provided by law, and under and in pursuance of a decree of a court of competent jurisdiction, and out of the moneys arising from such sale, to retain two and one-half per cent. upon the amount then due and unpaid and to grow due, for attorney and counsel fees of foreclosure, together with the legal costs and charges of making such sale, the said principal sum and interest thereon then unpaid and owing; and the overplus, if any there be, shall be paid to the Middle Yuba Canal and Water Company.

And the said Middle Yuba Canal and Water Company covenant, promise, and agree, to and with the party of the second part, to pay to him the said principal sum and interest, as above specified, at the time, place, and in the manner above mentioned.

And the undersigned firms and individuals covenant, promise, and agree, to and with the party of the second part, to pay to him the said principal sum and interest as above specified, at the time, place, and in the manner above mentioned.

In witness whereof, &c.

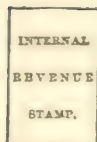
**Stamps.**—See Form No. 43; see also Form No. 225.

## Check, Draft, and Order.

No. 228.

Bank Check.

SAN FRANCISCO, Nov. 12, 1864.



No. 387.

B. Davidson and Co., pay to S. R. Throckmorton, or order, fifty thousand dollars (\$50,000).

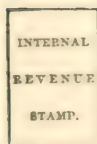
SAML. BRANNAN.

**Stamps.**—Bank-check, draft, or order for the payment of any sum of money whatsoever, drawn upon any bank, banker, or trust company, or for any sum exceeding \$10 drawn upon any other person or persons, companies or corporations, at sight or on demand, 2 cents.—*Schedule B. of U. S. Internal Revenue Act of June 30, 1864.*

See also Form No. 1.

No. 229.

Draft or Order.



Mrs. EUNICE STONE:

GRUB FLAT, May 1, 1864.

Please pay Thomas Cole, or bearer, seventy-five dollars, gold coin of the United States, and charge the same to account of

JOHN HALIFAX.

**Stamps.**—See Form No. 228.



## No. 230.

BLANK PUBLISHED.

## Draft.—Another Form.

*San Francisco, Cal., May 20, 1864.*\$100  $\frac{0}{100}$ .INTERNAL  
REVENUE  
STAMP.

*Twenty days after date*, pay to the order of  
*H. H. Bancroft*, one hundred  $\frac{0}{100}$  dollars, gold coin of  
 the United States of America, value received, and charge  
 the same to account of

To *Richard Roe*,*John Doe.**San Francisco.*

No. 140.

Stamps.—See Form No. 113.

When the draft is payable at sight or on demand, the stamp duty is 2 cents. See  
 Form No. 228.

## No. 231.

## Order for Goods.

LINCOLN, Sept. 30, 1864.

Mr. JOHN DOE :

Please pay John Jones, or order, one hundred dollars in  
 merchandise, and charge the same to account of

RICHARD ROE.

Stamps.—See Form No. 228.

## No. 232.

## Order for Goods.—Another Form.

MARTINEZ, October 17, 1864.

Mr. A. B. :

Please deliver to E. F. such goods as he may want,  
 amount not to exceed twenty dollars, gold coin of the  
 United States, and charge the same to the account of

C. D.

Stamps.—See Form No. 228.

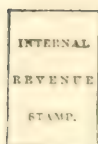
INTERNAL  
REVENUE  
STAMP.INTERNAL  
REVENUE  
STAMP.



## No. 233.

## Order for Goods.—Another Form.

SACRAMENTO, November 12, 1864.



Please let Mr. Thomas Sharpe have such merchandise as he may select, to the amount of *one hundred dollars*, gold coin, and charge the same to the account of

JOHN DOE.

TO RICHARD ROE,  
San Francisco.

Stamps.—See Form No. 228.

## No. 234.

## Order to Deliver Goods.

OAKLAND, November 15, 1864.

MR. RICHARD ROE:

Please deliver to Thomas Brown, or bearer, the *package of goods* belonging to me, and oblige

Yours,

JOHN DOE.

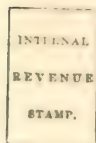
## No. 235.

## Letter of Credit.

VISALIA, October 15, 1864.

Messrs. JOHN SMITH &amp; Co.:

*Gentlemen:*—Please deliver to Richard Roe, *of this place*, goods, silks, and merchandise, to any amount not exceeding *five thousand* dollars, gold coin of the United States, and I will hold myself accountable to you for the payment of the same, in like gold coin, in case Mr. Roe should fail to make payment therefor.



You will please to notify me of the amount for which

you may give him credit; and if default should be made in the payment, let me know it immediately.

I am, gentlemen, your most obedient servant,

JOHN DOE.

Messrs. JOHN SMITH & Co., }  
No. 480 Sansom Street, San Francisco. }

Stamps.—See Form No. 113.

---

CITATION.—See PROBATE COURT.

CODICIL.—See WILL.

---

## Commission.

No. 236.

Commission.

The People of the State of California, to all to whom these presents shall come, greeting :

Know ye, that whereas Thomas W. Freelon, on the seventh day of September, in the year of our Lord eighteen hundred and fifty-three, was duly elected judge of the County of San Francisco, for the full term, as appears from the returns of election on file in the office of the Secretary of State :

Now, therefore, I, John Bigler, Governor of the State of California, do by these presents commission the said Thomas W. Freelon as judge of said county as aforesaid, to enter upon the duties of the office on the first Monday of April, A. D. 1854, to have and to hold said office, with all the powers, privileges, and emoluments to the same of right appertaining, unto him, the said Thomas W. Freelon, for the term prescribed by law.

In testimony whereof, I have caused the great seal of the State of California to be hereunto affixed.

Given under my hand, at Benicia, the twenty-sixth day of September, in the year of our Lord eighteen hundred and fifty-three.

JOHN BIGLER.

[SEAL.]

Attest: J. W. DENVER,

Secretary of State.

COMMITMENT.—See COUNTY COURT. JUSTICE'S COURT.

COMPLAINT.—See DISTRICT COURT. JUSTICE'S COURT.

COMPOSITION WITH CREDITORS.—See AGREEMENT AND CONTRACT.

CONSENT.—See CERTIFICATE AND CONSENT. PROBATE COURT.

CONSTABLE.—See NOTICE.

CONTRACT.—See AGREEMENT AND CONTRACT.

CONVEYANCE.—See DEED. MORTGAGE.

## Coroner.

No. 237.

BLANK PUBLISHED.

### Coroner's Certificate of Death.

Office of the Coroner  
Of the *City* and County of *San Francisco*, }  
State of California.

I, *Benjamin A. Sheldon*, Coroner of the *City* and County of *San Francisco*, State of California, do hereby certify

INTERNAL
REVENUE
STAMP.

that I held an inquisition upon the body of *Peter Petam*, a native of *London, England*, aged *thirty-five* years, at *No. 29 Washington Street, San Francisco*, on the *second* day of *July*, A. D. 1864. Verdict of the Jury: Death from *intemperance*.

And I further certify, that I interred the body at the *Lane Mountain Cemetery*, in this *city* and county, on the *third* day of *July*, A. D. 1864.

Dated at *San Francisco*, this *third* day of *July*, A. D. 1864.

*Benjamin A. Sheldon*,

Coroner.

Stamps.—See Form No. 152.

### No. 238.

#### Inquisition by Coroner's Jury.

State of California, }  
City and County of San Francisco. }

Before J. M. McNULTY, Coroner.

In the matter of the inquisition upon }  
the body of A. B., deceased. }

We, the undersigned, the jurors summoned to appear before J. M. McNulty, the Coroner of the City and County of San Francisco, at  
, on the      day of      , 1859, to inquire into the

INTERNAL
REVENUE
STAMP.

cause of the death of A. B. [*or*, of a person found drowned in the Bay of San Francisco, *or*, found lying dead in the street, *or*, as the case may be, whose name is unknown], having been duly sworn according to law, and having made such inquisition, after inspecting the body, and hearing the testimony adduced, upon our oaths, each and all do say, that we find the deceased was named A. B., was a native of      , aged about      years, that he came to his death on the      day of      , 1859, in this county, by drowning, having been found in the Bay of San Francisco, at or near the Washington Street Wharf, and that whether the

same was accidental or intentional we have no means of knowing [*or*, by poison administered wilfully by his own hand, *or*, by the hand of, *or*, by the means or instigation of some other person, to the jury unknown, *or*, and we further find, that we believe C. D. to be the person by whose act the death of the said A. B. is occasioned—*stating the facts, as the case may be*].

All of which we duly certify by this inquisition, in writing, by us signed, this            day of            , 1859.

G. H.

I. K., &c.

Stamps.—See Form No. 152.

---

### No. 239.

#### Oath to Coroner's Jury.

You and each of you do solemnly swear that you will truly inquire into the cause of the death of the person whose body is now lying here [*or*, whose body you have just viewed], who he was, when, where, and by what means he came to his death, and into the circumstances attending his death; and render a true verdict therein, according to the evidence afforded you, or arising from the inspection of the body. So help you God.

---

### No. 240.

#### Oath of Witness before Coroner's Inquest.

You do solemnly swear [*or*, affirm] that the evidence you shall give upon the inquest now pending, concerning the death of A. B. [*or*, the person now lying here, *or*, the person upon whom inquisition is being made], shall be the truth, the whole truth, and nothing but the truth. So help you God.



## No. 241.

BLANK PUBLISHED.

## Coroner's Subpœna.

State of California, }  
*City and County of San Francisco,* } ss. CORONER'S SUBPœNA.

The People of the State of California send, greeting :

To *Jahn Minn*:

We command you, that, all and singular business and excuses being laid aside, you be and appear before the undersigned, Coroner of the *City and County of San Francisco*, State of California, at *his office, No. 640 Sacramento Street, in said City and County*, on the *5th* day of *July*, A. D. 186*4*, at *4* o'clock *P. M.*, then and there to testify and give evidence in a certain inquisition now pending before said coroner; and herein fail not, or answer the contrary at your peril.

Given under my hand, this *5th* day of *July*, A. D. 186*4*.

*Benjamin A. Sheldon,*

Coroner.

## No. 242.

## Coroner's Subpœna for a Surgeon or Physician.

State of California, }  
 City and County of San Francisco, } ss.

The People of the State of California send, greeting :

To William A. Douglass, M. D. :

We command you, that, all and singular business and excuses being laid aside, you be and appear before the undersigned, County Coroner for the City and County of San Francisco, at \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 186\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., then and there to inspect the body of a certain deceased person, and to testify and give a professional opinion as to the cause of death in a certain inquisition now pending before said county coroner; and herein fail not, or answer the contrary at your peril.

Given under my hand, this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 186\_\_\_\_.

J. M. McNULTY,

County Coroner.

## No. 243.

BLANK PUBLISHED.

## Coroner's Summons of Juror.

State of California, } CORONER'S SUMMONS  
*City and County of San Francisco,* } ss. OF JUROR.

The People of the State of California send, greeting:

To *George W. Frink*:

We command you, that, all and singular business and excuses being laid aside, you be and appear before the undersigned, Coroner of the *City and County of San Francisco*, State of California, at the *Police Judge's Court-Room*, on the *27th* day of *May*, A. D. 186*4*, at *5* o'clock *P. M.*, then and there to serve as a juror in a certain inquisition now pending before said coroner; and herein fail not, or answer the contrary at your peril.

Given under my hand, this *27th* day of *May*, A. D. 186*4*.

*Benjamin A. Sheldon,*  
 Coroner.

## No. 244.

BLANK PUBLISHED.

## Coroner's Warrant.

State of California, } CORONER'S WAR-  
*City and County of San Francisco,* } ss. RANT.

The People of the State of California,

To any sheriff, constable, marshal, or policeman in this State:

An inquisition having been this day found by a coroner's jury before me, stating that *George Hux* has come to his death by the act of *Richard Stew*, by criminal means:

You are therefore commanded forthwith to arrest the above-named

*Richard Steu*, and take him before the nearest or most accessible magistrate in this *city and* county.

Given under my hand, this *27th* day of *May*, A. D. 186*4*.

*Benjamin A. Sheldon*,

Coroner of the *city and* County of *San Francisco*.

CORPORATION.—See BOND. BY-LAWS. CERTIFICATE.  
DEED. MORTGAGE. NOTICE. POWER OF ATTORNEY.  
REPORT AND RETURN.

COUNTY CLERK.—See APPOINTMENT. CERTIFICATE.

## County Court.—Civil Cases.

No. 245.

Complaint by Master against Apprentice for Absenting Himself.

To T. S. Pomeroy, Esquire, the County Judge of the County of Del Norte :

I, E. F., of the Town of Crescent City, in said county, tinner, hereby make complaint to you, that C. B., an apprentice, lawfully bound to serve me, the said E. F., whose term of service is still unexpired, has unlawfully departed and absented himself from said service without permission, and neglects to serve me, as by law and the terms of his indenture of apprenticeship he is required.

E. F.

Dated the            day of            , 1860.

State of California, }  
Del Norte County, } ss.

E. F., the above-named complainant, being duly sworn, deposes



Complaint on oath was made to me, the undersigned, T. S. Pomeroy, County Judge of said county, by E. F., of           , in said county, tinner, that C. B., an apprentice, lawfully bound to serve the said E. F., whose term of service was still unexpired, has unlawfully, &c. [*as in the foregoing*], to serve the said E. F., as by law, and the terms of his indenture of apprenticeship, he was required; and the said C. B., by virtue of my warrant thereupon issued, has been brought before me, to be dealt with according to law; and whereas, upon an examination of the matter, I was satisfied that said C. B. is legally held to service as an apprentice to E. F., tinner, by lawful indenture, and that his term of service has not yet expired, and he has absented himself from such service without permission, and without just cause, and ordered the said C. B. to return to the care and custody of said E. F., and said C. B. persists in refusing to return as ordered: \*Now, therefore, you are hereby commanded to take and convey the said C. B. to the county jail of said county, and deliver him to the keeper thereof, who is commanded to receive the said C. B. into the said county jail, there to remain for the period of one month.

Given, &c. [*as above*].

See Gen. Laws, 330-346.

#### No. 248.

#### Discharge of the Apprentice from Service, and the Master from his Obligations.

State of California, }  
Fresno County,        } ss.

Complaint on oath was made to me, &c. [*as above to\*, then add*]: Now, therefore, I do hereby, at the instance of said E. F., annul the said indenture of apprenticeship, and discharge the said C. B. from the service of the said E. F., and the said E. F. from all and every of his obligations incurred under and by virtue of said indenture of apprenticeship of the said C. B.

Given, &c. [*as above*].



## No. 249.

BLANK PUBLISHED.

## Attachment for Defaulting \_\_\_\_\_.

State of California, }  
 \_\_\_\_\_, County of *El Dorado*. } COUNTY COURT.

The People of the State of California

To the Sheriff of the \_\_\_\_\_, County of *El Dorado*, greeting:

You are hereby commanded, forthwith, to attach the body of  
*John Doe*, and bring him before the County Court of said county,  
 to answer, &c. [as may be].

Witness, Hon. *Samuel Hewles*, Judge of the said County  
 Court, this *17th* day of *August*, A. D. 186*4*.

*William Loewy*, Clerk.By *William Hatney*, Deputy Clerk.

## No. 250.

BLANK PUBLISHED.

## Bill of Clerk's Fees.

No. 700.

County Court, }  
 City and County of *San Francisco*. }

*John Doe*,

Plaintiff,

against

*Richard Roe*,

Defendant. }

BILL OF CLERK'S FEES DUE.

*B. Henley*, Esq., Attorney for Plaintiff,To *Wm. Loewy*, Clerk of the County Court,

Dr.

186*4*.

To Clerk's Fees due in above-entitled action, \$3.50.

Received payment of the above, this *27th* day of *May*, 186*4*.*Wm. Loewy*, Clerk.By *Wm. Hatney*, Deputy Clerk.

## No. 251.

BLANK PUBLISHED.

## Certificate to Judgment Roll.

In the County Court of the *City and County of San Francisco*, State of California.

<i>Jahn Doe,</i>	}	
		Plaintiff,
<i>against</i>		
<i>Richard Roe,</i>		
		Defendant.

I, the undersigned, County Clerk of the *City and County of San Francisco*, State of California, and Clerk of the County Court thereof, do hereby certify the foregoing to be a true copy of the judgment entered in the above-entitled action, and recorded in Judgment Book "*A*" of said court, at page 73. And I further certify that the foregoing papers, hereto annexed, constitute the judgment roll in said action.

Witness my hand and the seal of said County Court, this *3d* day of *December*, A. D. 1864.

*William Loewy*, Clerk.

By *Wm. Hainey*, Deputy Clerk.

(*Seal of County Court.*)

**Blanks.**—These are printed on envelope paper, are endorsed, and serve as a cover for the papers constituting the judgment roll.

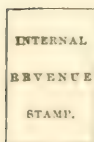
## No. 252.

BLANK PUBLISHED.

## Certificate of Service as Juror.

In the County Court of the *City and County of San Francisco*, State of California.

I hereby certify that *Richard Roe* was summoned and served



as a regular juror during the January Term, A. D. 1864,  
of said court.

Attest my hand and the seal of said court, this 18th  
day of July, A. D. 1864.

*Wm. Locum*, County Clerk.

By *Wm. Hatney*, Deputy Clerk.

(Seal of County Court.)

Stamps.—See Form No. 152.

---

### No. 253.

#### Commitment for Refusal to Testify.

The People of the State of California,  
To A. P., Sheriff of the said county, greeting :

E. F. having this day been brought before me, on a warrant by me issued to compel his attendance to testify [*where the witness appears in pursuance of the subpoena, say :* having this day appeared before me, in pursuance of a subpoena by me issued, requiring him to appear and testify] touching the execution of a conveyance of real estate, from K. B. to C. T., to which the said E. F. is a subscribing witness, as is said ; and the said E. F., although required by me, having refused to answer upon oath [*if the commitment is made on account of the refusal of the witness to answer a particular question, deemed pertinent by the officer, insert here :* the following question, &c., specifying it particularly] touching the execution of the said conveyance. You are therefore commanded forthwith to convey the said E. F. to the jail of the said county, and there commit him to close custody in such jail, without bail, until he shall submit to answer on oath as aforesaid [*or, the question aforesaid*], or be discharged according to law.

O. P.,

County Judge of                      County.

Dated July                      , 1859.

No. 254.

BLANK PUBLISHED.

## Execution.

In the County Court of the *City and County of San Francisco*, State of California.

The People of the State of California,  
To the Sheriff of the *City and County of San Francisco*,  
greeting:

Whereas, on the *22d* day of *August*, A. D. 1864, *John Doe*, plaintiff, recovered a judgment in the said County Court of the *City and County of San Francisco*, State of California, against *Richard Roe*; defendant, for the sum of *two hundred and fifty* dollars, damages, with interest *thirteen*, at the rate of *ten* per cent. per annum, till paid, together with costs and disbursements, amounting to the sum of *fifty* dollars, *which said judgment was made payable in gold coin of the United States*, as appears to us of record.

And whereas, the judgment roll in the action in which said judgment was entered is filed in the clerk's office of said court, in the *City and County of San Francisco*, and the said judgment was docketed in the said clerk's office, in the said *city and county*, on the day and year first above written: and the above-stated sums, *payable in gold coin of the United States*, are now actually due on said judgment:

Now you, the said sheriff, are hereby required to make the said sums due on the said judgment, for damages, with interest as aforesaid, and costs and accruing costs, to satisfy the said judgment, *in gold coin of the United States*, out of the personal property of the said debtor, or, if sufficient personal property of said debtor cannot be found, then out of the real property in your county belonging to him on the day whereon said judgment was docketed, in the said *city and county*, or at any time thereafter; and make return of this writ within *thirty* days after your receipt hereof, with what you have done endorsed hereon.

Witness, Hon. *Samuel Bowles*, Judge of the said County Court,

at the Court-House, in the *City and County of San Francisco*, this *1st* day of *September*, A. D. 186*4*.

Attest my hand and the seal of the said court, the day and year last above written.

*Wm. Lacey*, Clerk.

By *William Hatney*, Deputy Clerk.

(Seal of County Court.)

No. 255.

BLANK PUBLISHED.

### Writ of Possession.

In the County Court of the *City and County of San Francisco*, State of California.

The People of the State of California,

To the Sheriff of the *City and County of San Francisco*, greeting :

Whereas, on the *27th* day of *August*, A. D. 186*4*, *John Smith*, plaintiff, recovered a judgment in the said County Court of the *City and County of San Francisco*, against *John Doe*, defendant, for the possession of certain premises in said judgment and decree, and hereinafter more particularly described, *and also for the sum of \$250, damages for the detention of said premises, besides the sum of \$50 costs and disbursements*, as appears to us of record.

And whereas, the judgment roll in the action in which said judgment was entered is filed in the clerk's office of said court, in the *City and County of San Francisco*, and the said judgment was docketed in said clerk's office, in the said *City and County*, on the day and year first above written.

Now, therefore, you, the said sheriff, are hereby commanded and required to place the said *John Smith* in the quiet and peaceable possession of the lands and premises in said judgment and decree, described as follows, to wit :



## [Description.]

And the sums of \$250 damages, and \$50 costs, now (at the date of this writ) are actually due on said judgment.

You, the said sheriff, are hereby further required to make the said sums due on the said judgment, for damages and costs, and all accruing costs to satisfy the said judgment, out of the personal property of said debtor, *Jahn Doe*, or, if sufficient personal property of said debtor cannot be found, then out of the real property in your county, belonging to *him* on the day whereon said judgment was docketed, in the said *city and county*, or at any time thereafter; and make return of this writ within *twenty* days, after your receipt hereof, with what you have done endorsed hereon.

Witness, Hon. *Samuel Howles*, Judge of the County Court of the *City and County of San Francisco*, at the Court House in the said *city and county*, this *30th* day of *August*, A. D. 1864.

Attest my hand and the seal of said court, the day and year last above written.

*Wm. Loewy*, Clerk.

By *Wm. Hainey*, Deputy Clerk.

(Seal of County Court.)

No. 256.

BLANK PUBLISHED.

Petition for Writ of Habeas Corpus.

In the County Court of the *City and County of San Francisco*, State of California.

In the matter of the application  
of

*Jahn Doe, on behalf of Richard Roe,*  
for a Writ of Habeas Corpus.

} PETITION FOR  
WRIT.

To the Hon. *Samuel Howles*, Judge of the County Court of the *City and County of San Francisco*, State of California.

The petition of *John Doe* respectfully shows:

That *Richard Ree* is unlawfully imprisoned, detained, confined, and restrained of *his* liberty by *Martin J. Butke, Chief of Police*, at the *City Prison* in the *City and County of San Francisco*, in the State of California.

That the said imprisonment, detention, confinement, and restraint are illegal; and that the illegality thereof consists in this, to wit: [*State in what the illegality consists.*]

Wherefore, your petitioner prays that a writ of Habeas Corpus may be granted, directed to the said *Martin J. Butke, Chief of Police*, commanding *him* to have the body of *said Richard Ree* before your honor, at a time and place therein to be specified, to do and receive what shall then and there be considered by your honor, concerning *said Richard Ree*, together with the time and cause of *his* detention and said writ; and that *said Richard Ree* may be restored to *his* liberty.

*John Doe*

Dated *August 18*, 186*4*.

State of California, }  
*City and County of San Francisco*, } ss.

*John Doe*, being duly sworn, says: That *he* is the petitioner named in the foregoing petition; that *he* has *heard* read the said petition, and knows the contents thereof, and that the same is true of *his* own knowledge, except as to the matters which are therein stated on *his* information or belief, and as to those matters, that *he* believes it to be true.

*John Doe*

Subscribed and sworn to before me, this  
*18th* day of *August*, A. D. 186*4*.  
*William Hainey*,  
*Deputy County Clerk*.

See Gen. Laws.—“Habeas Corpus.”

No. 257.

BLANK PUBLISHED.

## Order Granting Writ of Habeas Corpus.

In the County Court of the *City and County of San Francisco*, State of California.

In the matter of the application of <i>John Doe, on behalf of Richard Roe,</i> for a Writ of Habeas Corpus.	}	ORDER GRANT- ING WRIT.
--	---	---------------------------

Upon reading and filing the petition of *John Doe*, duly signed and verified by *him*, whereby it appears that *Richard Roe* is illegally imprisoned and restrained of *his* liberty by *Martin J. Burke, Chief of Police*, at the *City Prison* in the *City and County of San Francisco*, in the State of California, and stating wherein the alleged illegality consists, from which it appears to me that a writ of Habeas Corpus ought to issue :

It is ordered that a writ of Habeas Corpus issue out of and under the seal of the County Court of the *City and County of San Francisco*, State of California, directed to the said *Martin J. Burke, Chief of Police*, commanding *him* to have the body of the said *Richard Roe* before me, in the court-room of the said court, on the            day of           , A. D. 1864, at 77 o'clock *A. M.* of that day, to do and receive what shall then and there be considered concerning the said *Richard Roe*, together with the time and cause of *his* detention, and that *he* have then and there the said writ.

*Samuel Hawles,*  
Judge of the County Court of the  
*City and County of San Francisco.*

Dated *August 78*, A. D. 1864.

See Gen. Laws.—“Habeas Corpus.”

## No. 258.

BLANK PUBLISHED.

## Writ of Habeas Corpus.

In the County Court of the *City and County of San Francisco*,  
State of California.

State of California,  
*City and County of San Francisco*, } ss.

The People of the State of California,

To *Martin J. Burke, Chief of Police*, greeting:

We command you, that you have the body of *Richard Ree*, by you imprisoned and detained, as it is said, together with the time and cause of such imprisonment and detention, by whatsoever name said *Richard Ree* shall be called, or charged, before *Samuel Hewles*, County Judge of the *City and County of San Francisco*, at the court-room of the County Court of the *City and County of San Francisco*, on the            day of           , A. D. 1864, at 77 o'clock in the *forenoon* of that day, to do and receive what shall then and there be considered concerning the said *Richard Ree*.

And have you then and there this writ.

Witness, Hon. *Samuel Hewles*, Judge of the said County Court, at the court-room thereof, in the *City and County of San Francisco*, this            day of           , A. D. 1864.

Attest my hand and the seal of said Court, the day and year last above written.

*William Leary*, Clerk.

By *Wm. Hatney*, Deputy Clerk.

(Seal of County Court.)

See Gen. Laws.—"Habeas Corpus."

## No. 259.

BLANK PUBLISHED.

## Complaint, Commitment, Physician's Certificate, and Questions.—Insane Person.

## COMPLAINT.

State of California,  
*City and County of San Francisco.* }

To the Hon. *Samuel Cowles*, *County* Judge of said county, *William Costello* respectfully represents, that there is now in said *city and county* a person named *Jane Doe*, who is insane, and by reason of insanity dangerous to be at large, and is a proper subject for the Insane Asylum; and the said *William Costello*, being duly sworn, deposes and says, that the foregoing statement is true; wherefore he prays that such action may be had as the law requires, and that the said *Jane Doe* may be sent to the Insane Asylum of California.

*William Costello.*

Subscribed and sworn to before me, this *2d* day  
 of *August*, A. D. 186*4*.

*J. Naphtaly,*  
*Deputy County Clerk.*

## COMMITMENT.

The foregoing application having been made to me, *Samuel Cowles*, *County* Judge of said county, and *Jane Doe*, named in said application, being this day brought before me for examination on said charge of insanity, and having heard the testimony of *William Costello* and *Maty Rice*, witnesses, who have had frequent intercourse with the accused during the time of the alleged insanity; and Doctors *S. R. Hattis* and *J. R. Bouce*, graduates in medicine, after hearing the testimony of witnesses, and after a personal examination of the accused, having made the certificate by law required, and being myself satisfied that the said *Jane Doe* is insane and dangerous to be at large, and is not a case of idiocy or imbecility, or simple feebleness of intellect, or old case of harmless dementia, or of any class of old, incurable, and harmless insanity, nor a case of delirium tremens; and being further satisfied of the truth of all the matters set



forth in said physicians' certificate, I do hereby order the said *Jane Doe* to be taken to, and placed in, the Insane Asylum at Stockton, and *E. J. Faulstich* is charged with the execution of this order.

As to the ability of the said *Jane Doe*, or *her* kindred, to bear the charges or expenses for the time *she* may remain in the Asylum, as well as all other matters pertaining to *her* interests or possessions, I find, after diligent inquiry, the facts to be as follows :

1. The said *Jane Doe* is            by possession of *property* able to pay *her* expenses in the Asylum.

2. I have            appointed *Mary Roe* a guardian for the said *Jane Doe*, and directed a quarterly payment in advance, and a supply of necessary clothing, together with the bond, to be forwarded to the Asylum with the said *Jane Doe*, as by law required of paying patients.

3. The said *Jane Doe* has            kindred in the degree, as by law defined, who are able to pay said expenses, and I have            made the assessment, as by law directed in cases of kindred able to pay.

4. There is *fifty dollars* due the said *Jane Doe*, for *work and labor done*, and I have            taken steps, as by law required to be taken in such cases.

5. There is *\$10* money (in *her* own right) on the person of the said *Jane Doe*, and the same is hereby *sequestered to Dr. Tilden, resident physician at the Asylum*.

Witness my hand, this *2d* day of *August*, A. D. 186*4*.

*Samuel Cowles,*

*County Judge.*

#### PHYSICIANS' CERTIFICATE.

State of California,            }  
*City and County of San Francisco.* }

We, *D. R. Harris* and *J. R. Royce*, being duly sworn, do depose and say, that we are graduates in medicine; that at the request, and in the presence of Hon. *Samuel Cowles, County Judge* of said county, we have heard the testimony, and carefully examined the said *Jane Doe* in reference to the charge of insanity, and do find that *she* is insane, and by reason of insanity dangerous to be at large.



The facts in support of this opinion (elicited by said examination) are set forth in the answers to the following questions, as nearly as can be ascertained :

## QUESTIONS.

1. Name? *Jane Doe.*
2. Age? *26 years.*
3. Nativity? *Ireland.*
4. Married or single? *Single.*
5. If children, how many, and the age of the youngest? *No children.*
6. What State last from, and how long in California? *Last from New York, and two years in California.*
7. What occupation? *In service.*
8. What evidence have you of the presence of insanity? *She is constantly speaking of religious matters; she sings and plays. At times she imagines herself persecuted by insects.*
9. Is there a homicidal, suicidal, or incendiary disposition? *No.*
10. Is the case a recent one, having occurred within twelve months last past? *Yes.*
11. When did this attack first appear? *About two weeks ago.*
12. Is this the first attack? If not, when did others occur, and what their duration? *This is the first attack.*
13. Is the disease increasing, decreasing, or stationary? *Increasing.*
14. Are there rational intervals? If so, do they occur periodically? *There are rational intervals, but they do not occur periodically.*
15. Is there any permanent hallucination? If so, what is it? *There is no permanent hallucination.*
16. In what way is the accused dangerous to be at large? *At times she is a taxing maniac.*
17. Is there a disposition to injure others? If so, is it directed especially to relatives, and is it from sudden passion or premeditation? *There is no disposition to injure others.*

18. If suicidal, is the propensity *now* active, and in what way? *It is not suicidal.*

19. Is there a disposition to filthy habits, destruction of clothing, furniture, etc.? *No.*

20. Any relations, including grand-parents and cousins, been in sane? *Unknown.*

21. Any peculiarities of temper, habits, disposition, or pursuits, *before* the attack—any predominant passions or religious impressions? *She was very religious before the appearance of insanity.*

22. Been intemperate in the use of ardent spirits, wine, opium, or tobacco, in any form? *No.*

23. Suffered from epilepsy, suppressed secretions, eruptions, discharges or sores, or injured on the head? *No.*

24. Any change in the physical health *since* the attack? *She is gradually becoming emaciated.*

25. The supposed cause of insanity? *Religious excitement.*

26. Of what class of insanity? *Mania.*

27. What treatment has been pursued, and with what effect? *No treatment in reference to her insanity has been pursued.*

*J. R. Hattis, M. D.*

*J. R. Boyce, M. D.*

Subscribed and sworn to before me, this 2d day  
of August, A. D. 1864  
Samuel Coules,  
County Judge. }

**Blanks.**—These embrace the complaint, commitment, physicians' certificate, and questions,—all printed on sheets of folio post paper.

**Stamps.**—See Form No. 152.

## No. 260.

BLANK PUBLISHED.

## Petition, Affidavit, and Certificate to Schedule, of Insolvent.

In the County Court of the *City and County of San Francisco*, State of California.

<i>William Bath</i>	}	PETITION OF INSOLVENT.
against		
His Creditors.		

To the Hon. *Samuel Hewles*, Judge of the County Court of the *City and County of San Francisco*, State of California.

The petition of *William Bath*, respectfully shows: That your petitioner is domiciled, and has resided within the *City and County of San Francisco*, State of California, for at least six months next preceding the filing of this petition, wherein your honor has original jurisdiction. That in consequence of losses in business, bad contracts, bad debts, interest paid, rents, clerk hire, expenses, and *depreciation of property*, your petitioner has become and is insolvent, and utterly unable to pay his debts, and is an insolvent debtor within the true intent and meaning of the act entitled, "An Act for the relief of Insolvent Debtors, and protection of Creditors," passed May 4th, 1852, and the several acts amendatory thereof; and being desirous of having his estate, property, and effects applied to the payment of his debts and liabilities, proportionally and without preference to any, he, for that purpose, surrenders his property, in pursuance of the provisions of said act, and said several amendatory acts, and declares that it is his desire to be discharged from all his debts and liabilities, whether imperfectly described or not described, inasmuch as he has truly herein described them all, according to the best of his knowledge and recollection.

The schedule hereto annexed, marked "A," contains a summary statement of the affairs of your petitioner, with a list of the losses he has sustained.

The schedule hereto annexed, marked "B," contains the names

of his creditors as near as he can now state them; the amount due to each creditor, and the cause and nature of such indebtedness, and when it accrued; and a statement of any existing judgment, mortgage, collateral or other securities, for the payment of any such debt.

The schedule hereto annexed, marked "C," contains a full, complete, and perfect inventory of all his property, real, personal, and mixed, estimated as nearly as possible at its true cash value, and all moneys on hand, or belonging to your petitioner, and also a full statement of all encumbrances existing upon said property, or any portion thereof.

The schedule hereto annexed, marked "D," contains a full statement and inventory of all the choses in action, debts due, and to become due to your petitioner, all of which are therein estimated as nearly as possible at their true cash value.

Wherefore your petitioner prays to make a cession of his estate, and to be discharged from all his debts and liabilities, in pursuance of the provisions of said act, and of the said several amendatory acts.

Dated *April 20th*, A. D. 1864.

*William Bath.*



## SCHEDULE A.

*Referred to in the foregoing Petition, and forming a part thereof; containing a summary statement of Petitioner's affairs, with a list of losses he has sustained.*

	DOLLARS.	CTS.
Capital Stock commencing business as a <i>Lumber Merchant</i> , at <i>San Francisco</i> , in <i>July</i> , A. D. 185 <i>6</i> .	7,300	00
Profits.....	30,240	00
Total .....	37,540	00

	DOLLARS.	CTS.
Value of real estate, as per Schedule C .....	4,000	00
Value of personal property, as per Schedule C .....	500	00
Value merchandise on hand, as per Schedule C .....		
Amount debts due petitioner, as per Schedule D.....	2,724	37
Losses by depreciation of merchandise.....	7,000	00
Paid for interest, as per balance of interest account.....	3,200	00
Paid for rent and other expenses, as per expense account.....	73,838	00
Paid for personal and family expenses .....	72,400	00
Loss on		
Loss by <i>bad debts, about</i> .....	2,724	00
Loss by <i>law expenses</i> .....	376	00
Loss by		
Loss by		
Loss by		
Loss by		

*The above deficiency of \$        is arrived at without deducting the assets. The assets in Schedule "C" consist only of the homestead and some articles of household furniture and personal clothing, which the petitioner claims to be exempt, and will ask the Court to exempt the same; but when the sum of \$4,500 00, the value of the exempt property, is deducted, it still leaves a deficiency of \$        .*

*William Bath.*

Dated *April 20*, A. D. 1864.

## SCHED

*Referred to in the for-going Petition, and forming a part thereof, containing the names of the cause and nature of such indebtedness, and when it accrued; and a statement such debt.*

Names of Creditors.	Amount.	Cause of Indebtedness.	Nature of Indebtedness.
<i>G. M. Jesselyn....</i>	<i>148 96</i>	<i>Merch'd se</i>	<i>note p'ble 1 yr.</i>
<i>G. A. Meigs.....</i>	<i>389 32</i>	<i>Lumber...</i>	<i>2 notes, 2 &amp; 4 us</i>
<i>Clinton &amp; Howard..</i>	<i>771 07</i>	<i>"</i>	<i>note p'ble 2 us.</i>
<i>Haywood &amp; Halmen</i>	<i>755 67</i>	<i>"</i>	<i>" " 1 yr.</i>
<i>Samuel Perkins....</i>	<i>96 39</i>	<i>"</i>	<i>" " 2 us.</i>
<i>John A. Peabody..</i>	<i>600 00</i>	<i>Cash l'ned.</i>	<i>" " 3 "</i>
<i>J. J. Pennell.....</i>	<i>192 00</i>	<i>Lumber...</i>	<i>3 notes.....</i>
<i>R. R. Pattidge....</i>	<i>256 00</i>	<i>"</i>	<i>2 notes.....</i>
<i>Scht. Frances Helen</i>	<i>21 25</i>	<i>Freight...</i>	<i>beck account..</i>
<i>James M. Lained..</i>	<i>539 08</i>	<i>Team w'ik</i>	<i>3 notes.....</i>
<i>J. W. Britton.....</i>	<i>42 37</i>	<i>"</i>	<i>note.....</i>
<i>J. B. Coffin.....</i>	<i>82 49</i>	<i>Freight...</i>	<i>"</i>
<i>Moses Ellis &amp; Co....</i>	<i>302 70</i>	<i>Merch'd se</i>	<i>"</i>
<i>H. Esroll.....</i>	<i>773 77</i>	<i>Wood.....</i>	<i>"</i>
<i>James Thatt.....</i>	<i>731 41</i>	<i>"</i>	<i>"</i>
<i>Milton Little.....</i>	<i>205 00</i>	<i>"</i>	<i>2 notes.....</i>
<i>D. Denchuc.....</i>	<i>32 77</i>	<i>"</i>	<i>beck account..</i>
<i>Charles Hate.....</i>	<i>1,752 95</i>	<i>"</i>	<i>" "</i>
	<i>5,898 40</i>		

*Dated Apl. 20, 1864.*

## ULE B.

*petitioner's creditors, as near as he can now state them; the amount due each creditor, and of every existing judgment, mortgage, collateral or other security, for the payment of any*

When it accrued.	Every existing judgment, mortgage, collateral or other security, for the payment of said debts.
<i>April 4, 1863..</i>	
" 2, "	
" 3, "	
" " "	
" " "	
" 6, "	
" " "	
" " "	
<i>Sept. 76, 1862.</i>	
<i>April , 1863..</i>	
" 6, "	
" 3, "	
" 10, "	
" 15, "	
" " "	
<i>March 9, "</i>	
" " "	
<i>Sept. 12, 1862..</i>	

*William Bail.*

## SCHEDULE C.

*Referred to in the foregoing Petition, and forming a part thereof.*

Containing a full, complete, and perfect inventory of all the petitioner's property, real, personal, and mixed, estimated as nearly as possible at its true cash value, and all moneys on hand of petitioner, and also a full statement of all encumbrances existing on the property of petitioner.

## REAL ESTATE.

*That certain lot, piece, or parcel of land, situate, lying, and being in the City and County of San Francisco, State of California, on which the petitioner now resides, and bounded and particularly described as follows, to wit:*

*[Description.]*

*together with the dwelling-house thereon, and appurtenances thereto belonging, which property petitioner declared a homestead by declaration of homestead recorded August 21, 1860, in the Recorder's Office of San Francisco, in Liber 7 of Claims of Homesteads, p. 474, worth \$4,000.00.*

MIXED ESTATE.—None.

## PERSONAL PROPERTY.

Household furniture.....	\$250 00
Petitioner's clothing and wearing apparel.....	100 00
Wearing apparel of family, viz.: <i>a wife and two</i> <i>daughters, residing with him on the premises</i> <i>above described</i> .....	750 00
	<hr/>
	\$500 00

*Which said homestead and personal property the petitioner claims to be exempt by law.*

*William Bail.*

*Dated April 20, 1864.*



## SCHED

*Referred to in the foregoing Petition, and forming a part thereof, containing a full state estimated as nearly as possi*

Name of Debtor.	Amount.	Cause of Indebtedness.	Nature of Indebtedness.
<i>H. Deglaw.....</i>	<i>487 87</i>	<i>Lumber</i>	<i>Book account..</i>
<i>B. F. Chase.....</i>	<i>20 00</i>	<i>"</i>	<i>" "</i>
<i>A. Morgan.....</i>	<i>70 00</i>	<i>"</i>	<i>" "</i>
<i>W. L. Bimley.....</i>	<i>255 50</i>	<i>Wood..</i>	<i>Note.....</i>
<i>W. D. Lippencott....</i>	<i>7,215 00</i>	<i>"</i>	<i>"</i>
<i>Thompson &amp; Co.....</i>	<i>42 00</i>	<i>"</i>	<i>Book account..</i>
<i>Pietta Nevada Mills</i>	<i>700 00</i>	<i>"</i>	<i>" "</i>
	<i>2,124 37</i>		

*Dated April 20, 1864.*

## ULE D.

ment and inventory of all the choses in action, debts due and to become due to petitioner, ble at their true cash value.

When it accrued.	Their cash value.	Collateral Security for the payment, and general remarks.
<i>Sept. 1862.....</i>	<i>Worthless</i>	
<i>" "</i>	<i>"</i>	
<i>" "</i>	<i>"</i>	
<i>Nov. 16, 1860.</i>	<i>"</i>	
<i>Dec. 1857..</i>	<i>"</i>	
<i>" "</i>	<i>"</i>	
<i>Nov. 5, 1858..</i>	<i>"</i>	

*William Bail.*

## AFFIDAVIT OF INSOLVENT.

I, *William Bail*, do, in the presence of Almighty God, truly and solemnly swear, that the schedule now delivered by me doth contain a full, perfect, and true discovery of all the estate, real, personal, and mixed, goods and effects, to me in any way belonging; all such debts as are to me owing, or to any person or persons in trust for me, and all securities and contracts whereby any money may hereafter become payable, or any benefit or advantage accrue to me or to my use, or to any other person or persons in trust for me; that I have no lands, money, stock or estate, reversion or expectancy, besides that set forth in my schedule; that I have in no instance created or acknowledged a debt for a greater sum than I honestly and truly owed; that I have not directly nor indirectly sold, or otherwise disposed of in trust, or concealed, any part of my property, effects, or contracts; that I have not in any way compounded with my creditors, whereby to secure the same, or to receive, or to expect any profit or advantage therefrom, or to defraud, or deceive any creditor to whom I am indebted, in any manner whatever. So help me God.

*William Bail*

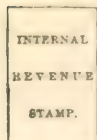
Subscribed and sworn to before me, this 20th  
day of *April*, A. D. 1864.

*Samuel Cowles,*  
County Judge.

## CERTIFICATE TO SCHEDULE OF INSOLVENT.

State of California, }  
*City and County of San Francisco,* } ss.

The within and foregoing petition and schedules of *William Bail* against his creditors hereto attached, having been now this day duly signed and sworn to before me, by the said insolvent, *William Bail*, I hereby certify the same as such, and order that they be filed in the office of the clerk of this court, there to remain for the information of the creditors.



Dated *April 20*, A. D. 1864.

*Samuel Cowles,*

County Judge of the

*City and County of San Francisco*

See Gen. Laws.—“Insolvents.”

**Blanks.**—Those embracing the petition, Schedules A, B, C, and D, the affidavit of the insolvent, and the certificate to his schedule, are printed, each blank on three sheets of legal cap, inserted into each other and forming one document, the last page containing an endorsement of the name of the court, title of the action, &c. The blank schedules are sufficiently large for ordinary purposes, but if necessary any number of sheets of legal cap can be inserted, or new or different schedules substituted without destroying the rest of the blank.

**Stamps.**—See Form No. 152; but see also Form No. 262.

---

### No. 261.

BLANK PUBLISHED.

#### Order to Show Cause and Stay of Proceedings against Insolvent.

In the County Court of the *City and County of San Francisco*,  
State of California:

*William Bath* }  
against  
His Creditors. }

#### ORDER TO SHOW CAUSE AND STAY OF PROCEEDINGS AGAINST INSOLVENT.

Upon reading and filing the petition, schedules, and affidavit of the above-named insolvent, and on motion of *Buchan & Wade*, Esqs., of counsel for said insolvent, it is ordered, that all the creditors of the said insolvent be and appear before the Hon. *Samuel Cowles*, Judge of the County Court of the *City and County of San Francisco*, in open court, at the court-room of said court, in the said *city and county*, on the *twenty-third* day of *May*, A. D. 1864, at 7 o'clock *A. M.* of that day, then and there to show cause, if any they can, why the prayer of said insolvent should not be granted, and why an assignment of his estate should not be made, and he be discharged from his debts and liabilities, in pursuance of the statute in such case made and provided.

And it is further ordered, that in the mean time all proceedings against said insolvent be stayed.

And it is further ordered, that the clerk of this court issue a notice,

calling the said creditors to be and appear, at the time and place, and for the purposes aforesaid; that such notice be published at least once a week, for four successive weeks, in a newspaper printed in the said *city and county*, if there be one; if there be none so published, then in a newspaper published in any county adjoining said county.

Dated *24th* *20*, A. D. 186*4*.

*Samuel Jewles,*  
County Judge.

---

No. 262.

BLANK PUBLISHED.

### Notice to Creditors of Insolvent.

In the County Court of the *City and County of San Francisco*,  
State of California:

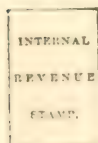
In the matter of the petition of *William Bail*, an insolvent debtor.

Pursuant to an order of the Hon. *Samuel Jewles*, Judge of the said County Court, notice is hereby given to all the creditors of the said insolvent, *William Bail*, to be and appear before the said judge, in open court, at the court-room of said court, in the *City Hall*, in the *City and County of San Francisco*, on the *twenty-third* day of *May*, A. D. 186*4*, at 70 o'clock *A. M.* of that day, then and there to show cause, if any they can, why the prayer of said insolvent should not be granted, and an assignment of his estate be made, and he be discharged from his debts and liabilities, in pursuance of the statute in such case made and provided; and in the mean time all proceedings against said insolvent be stayed.

Witness my hand and the seal of said court, this *twentieth* day of *April*, A. D. 186*4*.

*M<sup>m</sup>. Tenny*, Clerk.  
By *M<sup>m</sup>. Tenny*, Deputy Clerk.

(Seal of County Court.)





**Stamps.**—Legal documents.—Writ, or other original process by which any suit is commenced in any court of record, either of law or equity, 50 cents.

Where the amount claimed in a writ, issued by a court not of record, is \$100 or over, 50 cents.

Upon every confession of judgment, or cognovit, for \$100 or over (except in those cases where the tax for the writ of a commencement of suit has been paid), 50 cents.

Writs, or other process on appeals from justices' courts or other courts of inferior jurisdiction to a court of record, 50 cents.

Warrant of distress, when the amount of rent claimed does not exceed \$100, 25 cents; when the amount claimed exceeds \$100, 50 cents.

*Provided*, That no writ, or summons, or other process issued by and returnable to a justice of the peace, except as hereinbefore provided, or by any police or municipal court having no larger jurisdiction as to the amount of damages it may render than a justice of the piece [peace] in the same State, or issued in any criminal or other suits commenced by the United States or any State, shall be subject to the payment of stamp duties; And provided further, that the stamp duties imposed by the foregoing Schedule B on manifests, bills of lading, and passage tickets, shall not apply to steamboats or other vessels plying between ports of the United States and ports of British North America.

Affidavits in suits or legal proceedings shall be exempt from stamp duty.—*Schedule B of U. S. Internal Revenue Act of June 30, 1864.*

See also Form No. 1.

---

## No. 263.

BLANK PUBLISHED.

### Order Appointing the Sheriff Assignee of Insolvent.

In the County Court of the *City and County of San Francisco*,  
State of California.

*William Bail*  
against  
His Creditors. }

### ORDER APPOINTING THE SHERIFF ASSIGNEE OF INSOLVENT.

In open court, *May 26th*, A. D. 1864.

Whereas, the said petitioner, domiciled and for more than six months immediately previous residing in this *city and county*, did on the *20th* day of *April*, A. D. 1864, petition the judge of this

court having original jurisdiction within the said county, briefly stating the circumstances which compelled him to surrender his property to his creditors, and praying to make a cession of his estate, and to be discharged from his debts, in pursuance of the provisions of an act entitled "An Act for the Relief of Insolvent Debtors and Protection of Creditors," passed May 4th, 1852, and the various acts amendatory thereof; and annexed to and filed with his said petition a schedule of his affairs, as required by the 3d and 6th sections of said act, by him signed and sworn to before the said judge, which said petition and schedule were thereupon certified by said judge, and by him caused to be filed in the office of the clerk of said court, in the said county, there to remain for the information of the creditors; and thereupon, to wit: on the 20th day of April, A. D. 1864, said judge made an order requiring the clerk of the said court to issue a notice calling the creditors of said insolvent to be and appear on Monday, the 23d day of May, A. D. 1864, before the said judge, in open court, at the court-room thereof, in said county, to show cause why the prayer of said insolvent should not be granted; in pursuance whereof the said clerk did issue a notice calling them to appear in the said court, on the said 23d day of May, A. D. 1864, on which day *the hearing of said matter was by the court postponed to this day*; and it now appearing to the satisfaction of the court, upon affidavit filed, that the said notice to the creditors of said insolvent has been regularly published, in pursuance of said order, at least once a week for four successive weeks prior to the day of the said meeting, in a newspaper printed in the said City and County of San Francisco, and no creditors of said insolvent appearing: Now, therefore, upon motion of the petitioner's counsel, it is ordered, that the sheriff of the said city and county be authorized to receive the surrender of property offered by the said insolvent debtor, and to perform in every respect the functions of assignee.

*Samuel Hewles,*  
County Judge.

## No. 264.

BLANK PUBLISHED.

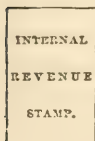
## Certificate of Assignee of Insolvent.

In the County Court of the *City and County of San Francisco*,  
State of California.

*William Bath* }  
against  
His Creditors.

## CERTIFICATE OF ASSIGNEE OF INSOLVENT.

I hereby certify, that *William Bath* has duly executed, under his hand and seal, and duly acknowledged, before an officer authorized to take acknowledgments of deeds, and delivered to me, an assignment of all his estate, real, personal, and mixed, for the benefit of his creditors, in pursuance of an order of the County Court of the *City and County of San Francisco*, made on the *26th* day of *May*, A. D. 1864; and that he has delivered to me all the goods, claims, effects and estates, assets, choses in action, evidences of debt, accounts, notes, bills, and muniments of title, declared by said insolvent in his schedule, or relating to the property and effects therein set forth.



*Henty L. Davis, Sheriff,*  
Assignee of said Insolvent.

Dated *June 8th*, A. D. 1864.

Stamps.—See Form No. 152; but see also Form No. 262.

## No. 265.

BLANK PUBLISHED.

## Decree of Discharge of Insolvent.

In the County Court of the *City and County of San Francisco*, State of California.

*William Bath* }  
against  
His Creditors.

## DECREE OF DISCHARGE OF INSOLVENT.

Whereas, the said petitioner, domiciled and usually residing in the

the *City and County of San Francisco*, and having resided in said *city and county* for at least six months next preceeding the filing of his petition, did, on the *20th* day of *April*, A. D. 186*4*, petition the county judge of said *city and county*, having original jurisdiction within the said *city and county*, briefly stating the circumstances which compelled him to surrender his property to his creditors, and praying to make a cession of his estate, and to be discharged from his debts, in pursuance of the provisions of an act, entitled, *An Act for the Relief of Insolvent Debtors, and Protection of Creditors*, passed May 4th, 1852, and of the several acts amendatory thereof, and did therein declare it to be his desire to be discharged from all his debts and liabilities, and that he had described them according to the best of his knowledge and recollection; and the said petitioner having annexed to, and filed with, his petition a schedule of his affairs, as required by the 3d and 6th sections of said act, by him signed and sworn to before the said judge, the said petition and schedule were thereupon certified by said judge, and by him caused to be filed in the office of the clerk of said court, in the said *city and county*, there to remain for the information of the creditors; and upon receiving said petition, schedule, and affidavit, the judge thereupon, to wit: on the *20th* day of *April*, A. D. 186*4*, made an order requiring all the creditors of the said insolvent to show cause, if they could, on *Monday*, the *23d* day of *May*, A. D. 186*4*, before the said judge, in open court, at the court-house thereof in said *city and county*, why an assignment of said insolvent's estate should not be made, and he be discharged from his debts; and did then and there direct the clerk of said court to issue a notice calling the creditors of said insolvent to be and appear on the *23d* day of *May*, A. D. 186*4*, being not less than thirty nor more than forty days from the first publication of such notice, before said judge, in open court, to show cause why the prayer of said insolvent should not be granted; in pursuance whereof, the said clerk did issue a notice, calling them to appear in the said court, on the *23d* day of *May*, A. D. 186*4*, on which day *the hearing of said matter was adjourned till the 24th day of May, 1864, and it then* appearing, to the satisfaction of the court, upon affidavit filed, that the notice to the creditors of said insolvent had been regularly published, in pursuance of said order, once a week



for four successive weeks, in a newspaper printed in said *city and* county, and no creditors of said insolvent appearing, or appointing any assignee, upon motion of the petitioner's counsel, it was ordered, that the sheriff of the county be authorized to receive the surrender of property offered by the said insolvent debtor, and to perform, in every respect, the functions of assignee.

Now, at this day, to wit, on *Thursday*, the *9th* day of *June*, A. D. 186*4*, it appearing to the satisfaction of the court that ten days have elapsed since the appointment or authorization of said sheriff to act as assignee, and that no written opposition by any of the creditors of said insolvent to the appointment of said assignee, or to the surrender of said petitioner's property, or the discharge of the said insolvent, has been filed or laid before the court, and that said surrender has been made according to the provisions of said act and amendatory acts, and that the requirements of said act and amendatory acts, and all the orders of the court herein, have, in every respect, been fully complied with and performed by the said petitioner.

Upon application and motion of counsel, it is ordered, adjudged, and decreed, that said insolvent debtor be, and he is hereby, released and fully discharged from all his debts and liabilities, whether perfectly or imperfectly described, or not described at all, which were contracted before the surrender of his estate under the provisions of the said acts, and contracted after the passage of said act, and from every judicial proceeding relative to the same.

*Samuel Hewles,*

County Judge.

Dated *June 9*, 186*4*.

---

No. 266.

Petition for Homestead, &c., by an Insolvent.

In the County Court of the City and County of San Francisco, State of California.

Frank Max, an Insolvent Debtor, }  
   *against* }  
   His Creditors.

City and County of San Francisco, ss.

The petition of Frank Max, the said insolvent, respectfully repre-



sents, that he is, and was at the time of filing his petition and schedule herein, and for a long time theretofore has been, a married man and man of family, and at and during said several times resided with his family in and upon that certain house and lot, or parcel of land, situated in the City and County of San Francisco, and bounded and described as follows, to wit:

[*Description.*]

as his homestead, and that he claims the same as his homestead. That he purchased the same on or about the first day of April, A. D. 1857, and executed a mortgage upon the same for a part of the purchase-money, to wit: the sum of three thousand dollars, which said mortgage is still wholly unpaid, and in full force and virtue. That said house and lot, subject to the payment of said mortgage, is reasonably worth less than the sum of five thousand dollars.

Petitioner also represents, that said house and lot is set forth in his schedule in said proceeding, and that there is also set forth in said schedule a small lot of furniture, to wit:

[*Description.*]

valued at the sum of three hundred dollars. Also, that he is a carpenter by trade, and that his schedule contains a lot of tools, with which your petitioner carries on his said business and trade, and which are necessary thereto; all of which your petitioner is advised and verily believes he is entitled to have set apart for the use of himself and family, as property exempt by law from forced sale by execution.

Wherefore, the premises considered, your petitioner prays that the said premises be set apart as his homestead, and that said furniture and tools be also set apart for his use, and for such other or further relief as may be just.

FRANK MAX.

Subscribed and sworn to before me, this 2d day  
of May, 1864.

WM. HARNET, Dep. County Clerk.

## No. 267.

## Order of Reference.

In the County Court of the City and County of San Francisco, State of California.

April Term; Tuesday, April 5, 1864.

Present, Hon. SAMUEL COWLES, Judge.

Frank Max, an Insolvent Debtor, }  
   *against* }  
   His Creditors. }

S. M. Wilson, Esq., counsel for John Smith, the opposing creditor herein, appeared in open court, and, with the consent of the insolvent's counsel, withdrew the opposition of said creditor to the discharge of the insolvent. Whereupon, on motion of insolvent's counsel, it is ordered, that this cause be, and it is hereby, referred to S. H. Dwinelle, Esq., to take testimony and ascertain the value, &c., of the homestead, tools, and other property claimed by the insolvent as exempt from execution and forced sale, and to report the same to this court.

## No. 268.

## Order Setting Apart Homestead, &amp;c., to Insolvent.

In the County Court of the City and County of San Francisco, State of California.

Frank Max, an Insolvent Debtor, }  
   *against* }  
   His Creditors. }

On motion of Messrs. McDougall and Sharp, attorneys for petitioner, and there being no opposition thereto, and it appearing to the satisfaction of the court that the property set out and described in petitioner's schedule as his homestead is the homestead of petitioner, and that he and his family reside thereupon; and it also appearing to the satisfaction of the court that the said property, together with the improvements thereon, is of less than the value of five thousand dollars:

Now, therefore, in consideration of the premises, it is ordered, adjudged, and decreed, that the said real estate, together with the improvements, to wit :

[*Description.*]

be separated and set apart unto the said Max and his family, as his and their homestead.

It is further ordered, adjudged, and decreed, that the wearing apparel and tools mentioned and described in said petitioner's schedule, be set apart to the said petitioner and his family for his and their benefit and use.

SAMUEL COWLES, Judge.

Dated San Francisco, April 16th, 1864.

No. 269.

BLANK PUBLISHED.

### Memorandum of Costs and Disbursements.

In the County Court of the *City and County of San Francisco*, State of California.

*John Doe*,  
Plaintiff,  
against  
*Richard Roe*,  
Defendant.

MEMORANDUM OF COSTS AND DISBURSEMENTS.

#### DISBURSEMENTS.

Sheriff's Fees.....	\$
Clerk's Fees.....	\$
Witness' Fees.....	\$
.....	\$
.....	\$

State of California,  
*City and County of San Francisco*, } ss.

*John Brown*, being duly sworn, says: That he is *one of* the attorneys for the *plaintiff* in the above-entitled action, and, as

such, is better informed relative to the above costs and disbursements, than the said *plaintiff*. That the items in the above memorandum contained are correct, to the best of this affiant's knowledge and belief, and that the said disbursements have been necessarily incurred in the said action.

*John Brown.*

Subscribed and sworn to before me, this

17th day of August, A. D. 1864.

*William Hainey*, Deputy Clerk.

}

No. 270.

BLANK PUBLISHED.

Subpœna.

In the County Court of the *City and County of San Francisco*,  
State of California.

*John Wood,*

Plaintiff,

against

*James Mettiam,*

Defendant.

SUBPœNA

The People of the State of California, send greeting to  
*Thomas Andrews and Frederick Oswald:*

We command you, that, all and singular business and excuses being laid aside, you appear and attend before our County Court of the *City and County of San Francisco*, State of California, at a term of said court to be held at the court-room of said court, in the *City Hall* in said *City and County of San Francisco*, on the 17th day of September, A. D. 1864, at 10 o'clock A. M., then and there to testify in the above-entitled action, now pending in said County Court, on the part of the *plaintiff*, and disobedience will be punished as a contempt by the said court, and you will also forfeit to the party aggrieved the sum of one hundred dollars, and all damages which may be sustained by your failure to attend.

Witness, Hon. *Samuel Cowles*, Judge of the said County Court,

at the Court House in the *City and County of San Francisco*,  
and the seal of said court, this *11th* day of *September*, A. D. 186*4*.

Attest my hand and the seal of said court, the day and year last  
above written.

*William Leary*, Clerk.

By *William Hainey*, Deputy Clerk.

(Seal of Court.)

State of California,  
City and County of San Francisco, } ss.

*John Smith*, of said city and county, being duly sworn, says,  
that he served the within subpoena, by showing the said within original  
to each of the following persons named therein, and delivering a true  
copy thereof to each of the said persons, personally, on the *11th* day  
of *September*, A. D. 186*4*, at the said City and County of San  
Francisco, to wit: *Thomas Andious*, who did not demand his  
fees, and *Fredrick Oswald*, who demanded and received his  
fees, \$ . *John Smith*.

Subscribed and sworn to before me, this *17th* }  
day of *September*, A. D. 186*4*. }  
*William Hainey*,  
*Deputy County Clerk*. }

No. *1120*.

County Court,  
*City and County of San Francisco*.

*John Wood*,  
Plaintiff,  
against  
*James Meliam*,  
Defendant.

SUBPENA.

Filed *September 17*, 186*4*.

*Wm. Hainey*,

Deputy Clerk.

I hereby certify that I served the within subpoena, by showing the  
said within original to each of the following persons named therein,



and delivering a true copy thereof to each of the said persons, personally, on the 7<sup>th</sup> day of *September*, A. D. 1864, at the City and County of San Francisco, to wit: *Thomas Andrews*, who did not demand *his* fees, and *Fredetick Oswald*, who demanded and received *his* fees, \$

*John S. Ellis*, Sheriff.

By *Henty L. Davis* Under Sheriff.

Dated *September 17*, 1864.

Fees, \$

Service, \$

Mileage, \$

No. 271.

BLANK PUBLISHED.

Summons.

In the County Court of the *City and County of San Francisco*,  
State of California.

*John Doe*,

Plaintiff,

against

*Richard Roe, Ezra Styles,*

and *Paul Jones*,

Defendants.

Action brought in the County Court of the *City and County of San Francisco*, State of California, and the complaint filed in said *City and County of San Francisco*, in the office of the clerk of said County Court.

The People of the State of California send greeting to

*Richard Roe*, Defendant:

You are hereby required to appear in an action brought against you by the above-named plaintiff, in the County Court of the *City and County of San Francisco*, State of California, and to answer the complaint filed therein, within ten days (exclusive of the day of service) after the service on you of this summons—if served within this county; otherwise, within forty days—or judgment by default will be taken against you, according to the prayer of said complaint.

INTERNAL  
REVENUE  
STAMP.

The said action is brought to [*Here state the cause and general nature of the action*].

And you are hereby notified that if you fail to appear and answer the said complaint, as above required, the said plaintiff will *apply to the court for the relief demanded in said complaint*.

Given under my hand and the seal of the County Court of the *City and County of San Francisco*, State of California, this *18th* day of *August*, in the year of our Lord one thousand eight hundred and sixty-four

*Wm. L. Levy*, Clerk.

By *Wm. Hainey*, Deputy Clerk.

(*Seal of County Court.*)

Office of the Sheriff of the  
*City and County of San Francisco.* }

I hereby certify that I received the within summons on the *19th* day of *August*, A. D. 186*4*, and personally served the same on the *20th* day of *August*, A. D. 186*4*, on *Richard Ree*, and on the *22d* day of *August*, *A. D. 1864*, on *Ezia Styles*, being two of the defendants named in said summons, by delivering to each of said defendants, personally, in the *City and County of San Francisco*, a copy of said summons, and to the defendant, *Richard Ree*, in addition to a copy of said summons, a certified copy of the complaint in the action named in said summons, attached to said copy of summons.

*I further certify, that after due and diligent search and inquiry, I have been unable to find the defendant, Paul Jones, in this city and county, and that I am informed and believe that he resides in the City of New York.*

Dated this *23d* day of *August*, 186*4*.

*Henry L. Davis*, Sheriff.

By *Henry D. Lamell*, Deputy Sheriff.

Stamps.—See Form No. 262.

No. 272.

## Warrant against Witness.

State of California, }  
 ——— County, } ss.

To the Sheriff of said county, greeting :

In the name of the people of the State of California, you are hereby commanded forthwith to apprehend E. F., in your county, and bring him before me, O. P., Esq., County Judge of said County, at my chambers, at the court house, in the Town of \_\_\_\_\_, in said county, to testify touching the execution of a conveyance of real estate, from K. B. to C. T., to which the said E. F. is a subscribing witness, as is said; the said E. F., who is a resident of said county, having been duly subpoenaed to appear before P. Q. R., a notary public in and for said county, to testify touching the execution of the said conveyance, and having, without reasonable cause, neglected [*or*, refused] to attend in pursuance thereof.

County Judge of

O. P.,  
County.

Dated July \_\_\_\_\_, 1859.

---

## County Court.—Criminal Cases.

No. 273.

BLANK PUBLISHED.

## Attachment of Defaulting Juror.

In the County Court of the *City and County of San Francisco*,  
 State of California.

The People of the State of California,

To the Sheriff of the *City and County of San Francisco*, greet-  
 ing :

You are hereby commanded, forthwith, to attach the body of

*John Doe*, and bring him before the County Court of said *City and County of San Francisco*, to show cause why he should not be punished for contempt of court, in failing to appear and serve as a *trial* juror in said court.

Witness Hon. *Samuel Hewles*, Judge of the said County Court of the *City and County of San Francisco*, this *18th* day of *August*, A. D. 186*4*.

*William Lowmy*, Clerk.

By *Wm. Hainey*, Deputy Clerk.

No. 274.

BLANK PUBLISHED.

### Bail Bond.

In the County Court of the *City and County of San Francisco*,  
State of California.

The People of the State of California

against

*Jack Sheppard*.

INDICTED FOR *Burglary*.

An indictment having been found on the *10th* day of *March*, A. D. 186*4*, and filed in the County Court of the *City and County of San Francisco*, State of California, on the      day of      , A. D. 186      , charging *Jack Sheppard* with the crime of [*Designate the crime generally.*] and the said *Jack Sheppard* having been duly admitted to bail in the sum of *two thousand* dollars.

We, *John Doe* and *Richard Roe*, residents of the *City and County of San Francisco*, hereby undertake that the above-named *Jack Sheppard* shall appear and answer the said indictment in whatever court it may be prosecuted, and shall at all times render himself amenable to the orders and processes of the court, and if convicted, shall appear for judgment, and render himself in execution thereof; or if he fails to perform either of these con-

ditions, that we will pay to the people of the State of California the sum of *two thousand* dollars.

*John Doe* [L. S.]

*Richard Roe* [L. S.]

Witnessed and approved by me, this  
day of \_\_\_\_\_, A. D. 1864.

*Samuel Cowles,*

County Judge of the *City and County*  
of *San Francisco*.

State of California,

*City and County of San Francisco,* } ss.

*John Doe* and *Richard Roe*, whose names are subscribed as the sureties to the above undertaking, being severally duly sworn, each for himself, says, that he is a resident and a *freeholder* within the State of California, and that he is worth the amount specified in the said undertaking as the penalty thereof, over and above all his debts and liabilities, exclusive of property exempt from execution.

*John Doe.*

*Richard Roe.*

Subscribed and sworn to before me, this

day of \_\_\_\_\_, A. D. 1864.

*William Hatney,*

Deputy County Clerk.

See Gen. Laws, 2110.

## No. 275.

### Recognizance on a Recommitment.

An order having been made on the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 186\_\_\_\_, by the court [*naming it*], that A. B. be admitted to bail in the sum of \_\_\_\_\_ dollars, in an action pending in that court against him in behalf of the people of the State of California, upon an [information, presentment, indictment, or appeal, *as the case may be*], we, C. D. and E. F., of [*stating their places of residence*], hereby undertake, that the above-named A. B. shall appear in that or any other court in which his appearance may be lawfully required upon that [information, presentment, indictment, or appeal, *as the case may be*], and shall



at all times render himself amenable to its orders and processes, and appear for judgment, and surrender himself in execution thereof, or, if he fail to perform either of these conditions, that he will pay to the people of the State of California the sum of        dollars [*inserting the sum in which the defendant is admitted to bail*].

See Gen. Laws, 2132.

---

No. 276.

Forfeit of Bail.

County Court,	}	June Term, 1858.
City and County of San Francisco.		
The People of the State of California	}	INDICTMENT FOR GRAND LARCENY.
<i>against</i>		
A. B.		

The said cause having come on regularly for trial, upon motion of the district attorney, it was ordered, that the defendant, A. B., be called. And the said defendant, having been thrice solemnly and duly called, failed and neglected to appear for trial. Whereupon, on motion of the district attorney, it was ordered that C. D. and E. F., the bail of said A. B., be likewise called to produce the said A. B. in court for trial; and the said C. D. and E. F. having been thrice duly and solemnly called to produce the said A. B. for trial; and the said A. B. still neglecting and failing to appear, and the said bail wholly neglecting and refusing to produce said A. B. for trial, upon motion of the district attorney, the court directed the following order to be entered, to wit:

The above-named defendant, A. B., having been heretofore indicted for grand larceny, and duly admitted to bail in the sum of one thousand dollars, and the said A. B., on the 20th of July, A. D. 1858, having, without sufficient excuse, neglected to appear in court for trial, although the said A. B. was thrice solemnly called to appear in court for trial, and although C. D. and E. F., the bail of said A. B., were thrice solemnly called to produce said A. B. in court for trial, yet the said A. B. neglected and refused to appear for trial, and the said bail neglected and refused to produce the said A. B. for trial.

Now, therefore, it is ordered by the court, that the recognizance executed by the said C. D. and E. F. be, and the same is hereby, declared forfeited; and it is further ordered, that the said A. B. be arrested, and committed to the custody of the sheriff of the City and County of San Francisco, until legally discharged therefrom. It is further ordered, that the foregoing facts and order be entered on the minutes of this court.

---

No. 277.

Forfeit of Money Deposited as Bail.

County Court,  
City and County of San Francisco. } June Term, 1864.

The People of the State of California, }  
    *against* } INDICTMENT FOR GRAND  
A. B., indicted as C. D. } LARCENY.

The above-named defendant, A. B., indicted by the name of C. D., having neglected to appear in court, for the purpose of pleading, when his presence was lawfully required in court, although he was called to appear in court, for the purpose of pleading to the indictment therein, in a loud and audible voice at the court-room door, and proclamation publicly made that, unless he appear, the money, to wit: fifteen hundred dollars, deposited in lieu of bail for that amount, would be forfeited, and the said A. B. still neglecting to appear in court, now therefore, it is ordered that the foregoing facts be entered in the minutes of the court, and that the said sum of fifteen hundred dollars deposited in lieu of bail be, and the same is hereby, declared forfeited.

And it is further ordered, that the said A. B. be re-arrested by any sheriff, constable, marshal, or policeman within this State, and be committed to the custody of the Sheriff of the City and County of San Francisco, and that he be detained until legally discharged.

## No. 278.

## Certifying and Transferring Indictment to the District Court.

State of California, }  
 City and County of San Francisco, } ss.

I, William Loewy, County Clerk of said city and county, and ex-officio Clerk of the County Court thereof, do hereby certify, that, on motion of \_\_\_\_\_, Esq., District Attorney of said county, made in open court, in said County Court, on the \_\_\_\_\_ day of \_\_\_\_\_, 1864, it was ordered by said court that the indictment found against \_\_\_\_\_, the within-named defendant, and filed in said court, on the \_\_\_\_\_ day of \_\_\_\_\_, 1864, charging him with the crime of \_\_\_\_\_, be certified and transferred to the District Court of the \_\_\_\_\_ Judicial District of the State of California, in and for the \_\_\_\_\_ County of \_\_\_\_\_ for trial.

And in pursuance of the said order, I do hereby certify the within to be the original indictment so found and filed as aforesaid in said County Court, on the \_\_\_\_\_ day of \_\_\_\_\_, 1864, and do hereby transfer the same to said District Court for trial.

Witness my hand and the seal of said County Court, this \_\_\_\_\_ day of \_\_\_\_\_, 1864.

WILLIAM LOEWY, Clerk.

[SEAL.]

By WM. HARNEY, Deputy Clerk.

Stamps.—See Form No. 152; but see also Form No. 262.

## No. 279.

## Order for Change of Place of Trial.

County Court, }  
 County of \_\_\_\_\_ }

The People of the State of California, }  
*against*  
 A. B. }

Application having been made by the defendant heretofore, to

wit: on the       day of       , A. D. 186   , of the present       term, in open court, and in writing verified by the oath of the defendant, and proof of service of a copy of said affidavit upon the District Attorney, on the       day of       , A. D. 186   , having been filed, and said application being made on the ground that a fair and impartial trial cannot be had in this county, and praying that this action may be removed to the County of       for trial, which matter was taken under advisement by the court, and the same having been duly considered, and the court being satisfied that the representation of the defendant is true, it is hereby ordered that this action be removed to the County Court of the County of       , State of California.

And the said defendant being in custody, it is further ordered, that the she iff of this county remove the said defendant to the custody of the Sheriff of the County of       ,

---

No. 280.

BLANK PUBLISHED.

Commitment to County Jail.

In the County Court of the *City and County of San Francisco*, State of California.

*Match* Term, A. D. 1864.

*Match 30th*, A. D. 1864.

Present: Hon. *Samuel Bowles*, County Judge.

The People of the State of California,

against

*Monroe Edwards.*

} Convicted of *Libel*.

The District Attorney, with the defendant and *his* counsel, *Lewis Ellis*, came into court. The defendant was duly informed by the court of the nature of the indictment found against *him* for the crime of *libel*, committed on the *4th* day of *Match*, A. D. 1864,—of *his* arraignment and plea of “Not Guilty as charged in said indictment”—of *his* trial and the verdict of the jury, on the *28th* day of *Match*, A. D. 1864, “Guilty as charged in the indictment.” The defendant was then asked if *he* had any legal cause to show why judgment

should not be pronounced against *him*. To which *he* replied that *he* had none. And no sufficient cause being shown or appearing to the court, thereupon the court renders its judgment: That, whereas, the said *Monice Edwards*, having been duly convicted in this court of the crime of *libel*:

It is therefore ordered, adjudged, and decreed: That the said *Monice Edwards* be punished by imprisonment in the County Jail of the *City and County of San Francisco*, in the State of California, for the term of *six months*.

The defendant was then remanded to the custody of the Sheriff of the said *city and county*.

Office of the County Clerk, }  
Of the *City and County of San Francisco*. }

I, *William Leewy*, County Clerk of the *City and County of San Francisco*, and ex-officio Clerk of the County Court thereof, do hereby certify the foregoing to be a full, true, and correct copy of the judgment entered on the minutes of the said County Court of the *City and County of San Francisco*, State of California, in the above-entitled action.

Attest my hand and the seal of said County Court, this *30th* day of *March*, 186*4*.

*Wm. Leewy*, Clerk.

By *Wm. Hatney*, Deputy Clerk.

In the County Court of the *City and County of San Francisco*,  
State of California.

The People of the State of California,

To the Sheriff of the *City and County of San Francisco*,  
greeting:

Whereas, *Monice Edwards* having been duly convicted, in our County Court of the *City and County of San Francisco*, of the crime of *libel*, and judgment having been pronounced against *him* as follows, to wit:

That whereas, the said *Monice Edwards* having been duly convicted in this court of the crime of *libel*: It is therefore ordered, adjudged, and decreed: That the said *Monice Edwards* be punished by imprisonment in the County Jail of the *City and County*



of *San Francisco*, in the State of California, for the term of *six months*."

All of which appearing to us of record, and a certified copy of the judgment being endorsed hereon and made a part hereof:

Now this is to command you, the said Sheriff of the *City and County of San Francisco*, to take and safely keep and imprison the said *Montee Edwards* in the County Jail of the said *City and County of San Francisco*, State of California, for the term of *six months*. And these presents shall be your authority for the same.

Herein fail not.

Witness: Hon *Samuel Cowles*, County Judge and Judge of the said County Court, at the Court House, in the *City and County of San Francisco*, this 30th day of *March*, A. D. 1864.

*Wm. Loewy*, Clerk.

By *William Hainey*, Deputy Clerk.

No. 281.

BLANK PUBLISHED.

### Commitment to State Prison.

In the County Court of the *City and County of San Francisco*, State of California.

*March* Term, A. D. 1864.

*March 30th*, A. D. 1864.

Present: Hon. *Samuel Cowles*, County Judge.

The People of the State of California,  
against

*Jack Shephard*.

Convicted of *Grand Larceny*.

The District Attorney, with the defendant and *his* counsel, *Lewis Ellis*, came into court. The defendant was duly informed by the court of the nature of the indictment found against *him* for the crime of *grand larceny*, committed on the 4th day of *Feb.*, A. D. 1864—of *his* arraignment and plea of "Not Guilty as charged in said indict-

ment"—of *his* trial and the verdict of the jury, on the 28<sup>th</sup> day of *March*, A. D. 1864; "Guilty as charged in the indictment." The defendant was then asked if *he* had any legal cause to show why judgment should not be pronounced against *him*. To which *he* replied that *he* had none. And no sufficient cause being shown or appearing to the court, thereupon the court renders its judgment: That, whereas, the said *Jack Shephard*, having been duly convicted in this court of the crime of *grand larceny*, It is therefore ordered, adjudged, and decreed: That the said *Jack Shephard* be punished by imprisonment in the State Prison of the State of California, for the term of *one year*.

The defendant was then remanded to the custody of the Sheriff of said *city and county*, to be by him delivered into the custody of the proper officers of said State Prison.

Office of the County Clerk,  
Of the *City and County of San Francisco*. }

I, *Wm. Lerew*, County Clerk of the *City and County of San Francisco*, and ex-officio Clerk of the County Court thereof, do hereby certify the foregoing to be a true and correct copy of the judgment entered on the minutes of said County Court of the *City and County of San Francisco*, State of California, in the above-entitled action.

Attest my hand and the seal of said County Court, this 30<sup>th</sup> day of *March*, A. D. 1864.

*Wm. Lerew*, Clerk.

By *Wm. Hatney*, Deputy Clerk.

(Seal of County Court.)

In the County Court of the *City and County of San Francisco*,  
State of California.

The People of the State of California,

To the Sheriff of the *City and County of San Francisco*, and  
the Warden and officers in charge of the State Prison of the State  
of California, greeting:

Whereas, *Jack Shephard*, having been duly convicted in our  
County Court of the *City and County of San Francisco* of the  
crime of *grand larceny*, and judgment having been pronounced

against *him* that *he* be punished by imprisonment in the State Prison of the State of California for the term of *one year*. All of which appearing to us of record, and a certified copy of the judgment being endorsed hereon and made a part hereof:

Now, this is to command you, the said Sheriff of the *City and County of San Francisco*, to take and keep and safely deliver the said *Jack Shephard* into the custody of the said Warden or other officer in charge of the State Prison of the State of California, at your earliest convenience.

And this is to command you, the said Warden and other officers in charge of the State Prison of the State of California, to receive of and from the said Sheriff of the *City and County of San Francisco* the said *Jack Shephard*, convicted and sentenced as aforesaid, and *him*, the said *Jack Shephard*, keep and imprison in the said State Prison of the State of California, for the term of *one year*. And these presents shall be your authority for the same.

Herein fail not.

Witness: Hon. *Samuel Cowles*, County Judge and Judge of the said County Court, at the Court House, in the *City and County of San Francisco*, this *30th* day of *March*, A. D. 1864.

Attest my hand and the seal of said court, the day and year last above written.

*Wm. Lacey*, Clerk.

By *William Hatney*, Deputy Clerk.

### No. 282.

#### Order to Discharge Prisoner on Giving Peace Bonds.

State of California, }  
 ——— County, } ss.

To the Sheriff of the said county, greeting:

These are to command you forthwith to discharge out of your custody Joaquin Alvarez, if detained by you in said common jail for no other cause than what is specified in his warrant of commitment, made by A. B., Justice of the Peace, dated the 2d day of June, 1858,

for not finding sureties of the peace ; he having since his said commitment found such sureties, and duly given bond as required by law.

Witness my hand, this 10th day of June, 1859.      W. H. G.,  
County Judge.

### No. 283.

BLANK PUBLISHED.

### Indictment.

State of California.

The People of the  
State of California }  
                                  against  
                                  *John Doe.* }

In the County Court of the *City* and County  
of *San Francisco*, at its *May* Term,  
A. D. Eighteen Hundred and Sixty-four.

The said *John Doe* is accused by the Grand Jury of the *City* and County of *San Francisco*, State of California, by this indictment, found this *7th* day of *May*, A. D. one thousand eight hundred and sixty-four, of the crime of *gaming*, committed as follows: The said *John Doe*, on the *twenty-fifth* day of *April*, A. D. eighteen hundred and sixty-four, at the *city*, county, and State aforesaid, *with a pack of cards, with one John Smith, and divers other persons, to the Grand Jurors unknown, for money, and for divers checks, then and there representing value, then and there, unlawfully and knowingly, did deal, play, and carry on a certain game called fate, the same being a banking game, and played with cards, &c.* [State the act or omission constituting the offense in the manner prescribed in Chapter II. of Title V. of the Act of May 1, 1851, to regulate Proceedings in Criminal Cases, according to the forms mentioned in section 239 of said act.], contrary to the form, force, and effect of the statute in such case made and provided, and against the peace and dignity of the people of the State of California.

*Nathan Foster,*  
District Attorney.

Names of witnesses examined before the said Grand Jury, on finding the foregoing indictment.

*Paul Brown.*

*Ezra Stiles.*

*Peter Doe.*

No. .

---

---

County Court,  
*City and County of San Francisco.*

---

---

The People of the State of California

*against*

*John Doe.*

---

---

Indictment for *Gaming.*

---

---

A TRUE BILL:

*William Peters,*

Foreman of the Grand Jury.

---

---

Presented by the Foreman of the Grand Jury,  
in the presence of the Grand Jury, in open County  
Court of the *City and County of San Fran-*  
*cisco*, State of California, and filed as a record of  
said Court, this *7th* day of *May*, A. D. 1864.

*William Leewy,*

Clerk.

By *Wm. Hatney,*

Deputy Clerk.

*Nathan Potter,*

District Attorney.

**Blanks.**—These are printed on sheets of legal cap, a portion of the first, and the whole of the second page being left blank for the statement of the offense, and the formal conclusion of the indictment, &c., and the endorsement being printed on the third and fourth pages. Any number of sheets of legal cap can be inserted between the two leaves of the blank, when the blank space is not sufficiently long for a statement of the offense.



No. 284.

Trial of Issue of Insanity.

County Court, }  
City and County of San Francisco. } October Term, 1864.

The People of the State of California  
*against*  
 Ching Lang Wo.

This case having been formerly tried, and the defendant having been convicted of burglary, and afterwards, upon application founded upon affidavits on behalf of defendant, an issue of the insanity of defendant having been ordered to be tried by a jury, the defendant's counsel and the district attorney being now present in court ready to try said issue, a jury is now ordered to be drawn.

And thereupon the following jurors having been called and examined as to their competency, and duly accepted by the parties, who agree to go to trial with said jury, the said jurors are duly impaneled and sworn, the issues herein joined well and tru'y to try, to wit:

A. M.,

E. C.,

B. L.,

S. D., &c.

And thereupon the evidence is proceeded with, and Tong K. Achiek, Ko Hong, J. W. Pickett, W. Teunents, Josiah Palmer, and J. H. Tibbetts, were duly called, sworn, and examined on the part of the defendant, as witnesses to establish the insanity of defendant; and Ira C. Root was then called, sworn, and examined as a witness on the part of the people. And the evidence being closed on both sides, the case was submitted to the jury under the charge of the court; and the jury, having retired for deliberation in charge of a sworn officer, returning into court after such deliberation, say by their foreman, "We find the defendant insane at the time of the committing of the burglary, and insane at the present time."

And said verdict, having been duly recorded by the clerk, is read to the jury, who are asked by the clerk if the same is their verdict, to which all of said jurors duly assent.

And thereupon it is ordered by the court, upon application of Tong K. Achick, the district attorney assenting thereto, that the said defend-

ant, Ching Lang Wo, so found to be insane aforesaid, be committed to the care and custody of the said Teng K. Achick, a proper and responsible person, until the further order of the court.

See Gen. Laws, 2176.

## No. 285.

### Entry of Judgment on Conviction of Grand Larceny.

County Court, }  
City and County of San Francisco. } February Term, 1864.

The People of the State of California } Stealing property of  
*against* } C. H. Randall.  
 Alexander Orleanski. } Sentence.

Defendant, appearing for judgment, is duly informed by the court of the nature of the indictment, the plea, and the verdict, and being asked by the court if he had any legal cause to show why the judgment of the court should not be pronounced against him, and no sufficient cause being shown, the judgment of the court was pronounced as follows: That the defendant be imprisoned in the State prison for the term of five years.

No. 286.

### Entry of Additional Sentence.

County Court. February Term, 1864.

The People of the State of California } Stealing property of  
*against* } J. H. Gildimeester.  
 Alexander Orleanski. } Sentence.

Defendant, appearing for judgment, is duly informed by the court of the nature of the indictment, and his plea of guilty, and being asked if he had any legal cause to show why judgment should not be pronounced against him, and no sufficient cause being shown, the judgment of the court is pronounced as follows:—

That the defendant be imprisoned in the State Prison for the term of one year, such imprisonment to commence after the expiration of the foregoing sentence of five years.

---

No. 237.

Oath of Foreman of the Grand Jury.

You, as foreman of the Grand Jury, shall diligently inquire into, and true presentment make, of all public offenses against the people of this State, committed or triable within this county, of which you shall have or can obtain legal evidence. You shall present no person through malice, hatred, or ill-will, nor leave any unpresented through fear, favor, or affection, or for any reward, or the promise or hope thereof, but in all your pre-entments you shall present the truth, the whole truth, and nothing but the truth, according to the best of your skill and understanding. So help you God.

---

No. 288.

Oath of the other Grand Jurors.

The same oath which your foreman has now taken before you on his part, you, and each of you, shall well and truly observe on your part. So help you God.

---

No. 289.

Oath, as to Excuse of Juror.

That you will well and truly answer the questions put to you concerning your excuse to serve as a grand [*or, trial, as may be*] juror. So help you God.

## No. 290.

## Plea.

The plea shall be entered in substantially the following form: 1. If the defendant plead guilty, "The defendant pleads that he is guilty of the offense charged in this indictment." 2. If he plead not guilty, "The defendant pleads that he is not guilty of the offense charged in this indictment." 3. If he plead a former acquittal or conviction, "The defendant pleads that he has already been convicted [*or, acquitted, as the case may be*] of the offense charged in this indictment, by the judgment of the Court of [naming it], rendered at [naming the place], on the      day of     ."

## No. 291.

BLANK PUBLISHED.

## Subpœna.

In the County Court of the *City and County of San Francisco*,  
State of California.

The People of the State of

California

against

*Jack Shephard.*

SUBPENA.

The People of the State of California to  
*John Dee, Richard Ree, and John Smith:*

You are commanded to appear before the County Court of the *City and County of San Francisco*, State of California, at the court-room of said court, in the *City Hall* in said *city and county*, at a term of said court, to be held at said *City Hall*, on the *25th* day of *August*, A. D. 1864, at 70 o'clock *A. M.*, as witnesses in a criminal action, prosecuted by the people of the State of California against *Jack Shephard*, on the part of the defendant.

*And you, the said John Dee, are required also to*

*bring with you the following [describing intelligibly the books, papers, or documents required].*

Given under my hand, this 24th day of August, A. D. 1864.

By order of the court.

*Wm. Leary*, Clerk.

By *Wm. Hainey*, Deputy Clerk.

Sheriff's Office,

*City and County of San Francisco.* }

I hereby certify that I served the within subpoena on the 24th day of August, A. D. 1864, on *John Doe and Richard Roe*, being two of the witnesses named in said subpoena, at the *City and County of San Francisco*, by showing the original to each of said witnesses personally, and informing each of them of the contents thereof. *I further certify that, after due and diligent search and inquiry, I have been unable to find the witness, John Smith, in this city and county, and that I am informed, and believe, that he has removed to the City of Sacramento.*

*Henry L. Davis*,

Sheriff of the *City and County of San Francisco*.

By *J. E. R. Whitney*, Deputy Sheriff.

Dated August 24, 1864.

No. 292.

BLANK PUBLISHED.

Subpœna, Affidavit, and Order for Attendance of Non-Resident Witness.

In the County Court of the *City and County of San Francisco*, State of California.

The People of the State of California }

*against*

*Richard Roe.*

The People of the State of California,

To *John Doe*:

You are commanded to appear before the County Court of the *City and County of San Francisco*, State of California, at the court-room of said court, in the *City Hall* of said city and county, on the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 1864, at o'clock \_\_\_\_\_ M., as a witness in a criminal action prosecuted by the



People of the State of California against *Richard Roe*, on the part of *the People of the State of California*.

Given under my hand, this                      day of                      , A. D. 1864.

*Nathan Potter,*  
*Distict Attatney.*

State of California, }  
*City and County of San Francisco,* } ss.

*Nathan Potter, Distict Attatney* of said *city and county*, being duly sworn, says, that *John Doe*, a resident of the                      , County of *Sactamenco*, State of California, *is a* necessary and material witness for the *People*, in the action of the People of the State of California against *Richard Roe*, and he verily believes that the evidence of the said *John Doe* is material, and that *his* attendance at the *trial of said action* is necessary: wherefore he prays for an order for the attendance of said witness.

*Nathan Potter.*

Subscribed and sworn to before me, this }  
day of                      , A. D. 1864. }  
*William Hatney,*  
*Deputy County Clerk.* }

State of California, }  
*City and County of San Francisco,* } ss.

Upon reading the foregoing affidavit, it is ordered, by the Hon. *Samuel Howles*, County Judge of said *city and county*, that *John Doe* do attend as a witness before the Hon. the *County Court* of said *city and county*, as commanded by the foregoing subpoena.

Done at the *court-room of said court*, in the *City and County of San Francisco*, this                      day of                      , A. D. 1864.

*Samuel Howles,*  
*County Judge.*

**Blanks.**—These contain also an endorsement of service of subpoena like that in Form No. 291.

## No. 293.

BLANK PUBLISHED.

## Subpœna.—Grand Jury.

The People of the State of California,  
To *John Smith, Francis Lee, and Charles Bee:*

You are commanded to appear before the Grand Jury of the  
*City* and County of *San Francisco*, State of California, at the  
Grand Jury Room, in the *City Hall* of said *city* and county,  
on the *2d* day of *September*, A. D. 186*4*, at 7 o'clock *P. M.*, as  
witnesses in a criminal action prosecuted by the People of the  
State of California.

Given under my hand, this *1st* day of *September*, A. D. 186*4*.

*Nathan Seiler,*

District Attorney.

**Blanks.**—These contain also an endorsement of service, like that in Form No. 291.

## No. 294.

BLANK PUBLISHED.

## Summons of Juror.

State of California, }  
*Alameda* County, } ss.  
To *John Bee:*

You are hereby summoned to appear in the County Court of the  
County of *Alameda*, at the court-room thereof, in the Court House  
in said county, on the *8th* day of *September*, A. D. 186*4*, at 10  
o'clock *A. M.*, to serve as a *grand* juror; and herein fail not.

Dated *September 2d*, 186*4*.

*Harry N. Maise,* Sheriff.

No. 295.

BLANK PUBLISHED.

Venire.

State of California, }  
 County of *Alameda*, } ss.

To the Sheriff of said county, greeting:

You are hereby commanded to summon [*Here insert the name of each juror on the certified list, and, unless waived by the sheriff, also the occupation and township of each juror.*], to be and appear in the County Court of the County of *Alameda*, to be held in the courtroom of said court, at the *Court House* in the said county, on the *7th* day of *November*, A. D. 186*4*, at *10* o'clock *A. M.*, to act as *grand* jurors; and of this writ make legal service and due return.

Witness, Hon. *Noble Hamilton*, Judge of said court, and the seal of said court, this            day of            , A. D. 186*4*.

*J. M. Hutch*, Clerk.By *G. E. Smith*, Deputy Clerk.

(Seal of County Court.)

No. 296.

Entry of Verdict on Issue of former Acquittal.

County Court, }  
 City and County of San Francisco. } April Term, 1864.

The People of the State }  
 of California }  
*against* } GRAND LARCENY, ISSUE OF FORMER  
*John Nelson.* } ACQUITTAL.

The District Attorney being in court, and the defendant with his counsel, and the jury, duly impaneled herein on the 15th inst., being all present, the respective counsel for the complainants and the defendant being fully heard, the court proceeds to charge the jury, which charge is delivered in writing, and defendant by his counsel

excepts thereto. The jury retire under a sworn officer, and returning into court, they, by their foreman, say, "We find for the People," which verdict the court orders of record, and the same being duly recorded and read to them by the clerk, and being asked if that was their verdict, all assented.

Defendant by his counsel then moved to set the above verdict aside, on the ground that it is contrary to law and evidence, which motion is overruled by the court, to which decision the defendant by his counsel then and there excepts.

Defendant then enters his plea and pleads that he is not guilty, as charged in the indictment.

---

### No. 297.

BLANK PUBLISHED.

#### Bench Warrant.

In the County Court of the *City* and County of *San Francisco*,  
State of California.

State of California,  
*City* and County of *San Francisco*, } ss.

The People of the State of California,

To any sheriff, constable, marshal, or policeman in this State:

An indictment having been found, on the       day of       , A. D. eighteen hundred and sixty-*four*, in the County Court of the *City* and County of *San Francisco*, charging *Jack Shephard* with the crime of [ *Designate the crime generally* ].

You are therefore commanded forthwith to arrest the above-named *Jack Shephard*, and bring *him* before that court, to answer said indictment; or, if the court has adjourned for the term, that you deliver *him* into the custody of the Sheriff of the *City* and County of *San Francisco*, or, if *he* require it, that you take *him* before any magistrate in that county, or in the county in which you arrested *him*, that *he* may give bail to answer to the indictment.

Given under my hand, with the seal of said court affixed, this  
day of \_\_\_\_\_, A. D. eighteen hundred and sixty-*four*.

By order of said court.

William Leewu, Clerk.

By *Wm. Hainey*, Deputy Clerk.

(Seal of County Court.)

The defendant is to be admitted to bail in the sum of *two thousand* dollars.

William Loewy, Clerk,

By *Wm. Haineu*, Deputy Clerk.

## No. 298.

Order against Defaulting Witness, Subpœnaed before the  
Grand Jury.

County Court  
of the City and County of San Francisco, } April Term, 1864.

Thursday, May 2d, 1864, as yet of said April Term.

The Grand Jury came into court, and by their foreman represented to the court that A. B. is a material witness in a proceeding before said Grand Jury, and that, having been served with a subpoena to attend before them, he had nevertheless neglected so to attend, and the said Grand Jury thereupon by their foreman ask for an attachment against said A. B. And upon said application, and due proof being filed of the facts stated therein, and of the service of a subpoena upon said A. B., and his failure to obey the same, it is ordered by the court that said A. B. appear before said County Court, at ten o'clock A. M., on Friday, May 3d, and show cause why he should not be punished for contempt in disobeying said subpoena.



## County or District Court.

No. 299.

Petition by Apprentice to District or County Court, or a Judge of such Court, for Relief, and to annul Indentures.

In the matter of the application of A. B.,  
an apprentice, for relief, &c. :

To the Honorable the County Court of the County of Los Angeles,  
State of California :

The petition of A. B. [*or*, of E. F., for and on behalf of the said A. B.], respectfully shows :

That the said A. B. was bound to service to G. H., by indenture of apprenticeship, signed and executed by both parties, on the day of \_\_\_\_\_, 1858, in the trade or occupation of wine-making, and immediately, thereupon, entered into such service, and has so continued to this time. That by the terms of said indenture, said G. H. agreed to pay to said A. B. the sum of five dollars monthly. That said G. H. has wholly neglected and refused to pay to said A. B. the said sum of five dollars per month, or any part thereof. That the services of said A. B., rendered to said G. H., are worth the sum of ten dollars per month, and that, upon a fair accounting, the sum of twenty-five dollars is now due to him, the said A. B., from the said G. H. That said G. H. has been guilty of cruelty and maltreatment toward said A. B., without just cause or provocation. That among other acts of cruelty and maltreatment, said G. H. has compelled the said A. B. to sleep in the vineyard of said G. H., without any provision for extra covering, and has beaten and bruised said A. B. with hoes, rakes, spades, and other implements and weapons, without just cause or provocation. That the said A. B. has performed all the conditions of said indenture, upon his part, and performed all the services and duties to which he was lawfully and rightfully bound as such apprentice.

Wherefore, your petitioner prays that said indenture of apprenticeship may be annulled and declared void; that an account may be taken and adjusted between the parties; that said A. B. may have judgment against said G. H. for said sum of twenty-five dollars, and that said A. B. may have at your hands, all and any additional other or different relief to which he may be entitled.

A. B.

State of California, }  
County of Los Angeles, } ss.

A. B., being duly sworn, says that he is the petitioner named in the foregoing petition; that he has read (or heard read) the foregoing petition, and knows the contents thereof, and that the same is true of his own knowledge, except as to the matters therein stated on his information or belief, and that as to those matters he believes it to be true.

A. B.

Subscribed and sworn to before me, }  
February 1st, 1859. }  
WM. G. DRYDEN, Notary Public. }

(Notarial Seal.)

No. 300.

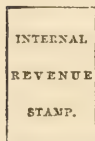
Citation to Master on behalf of Apprentice.

In the County Court of the County of Los Angeles, State of California.

A. B. }  
vs. }  
G. H. }

The People of the State of California send greeting to G. H. :

A. B. having filed in this court his petition, praying that his indenture of apprenticeship with you may be annulled, and that he recover the sum of twenty-five dollars due from you, and for general relief, on the ground of your refusal to pay him the amount agreed upon in said indenture, and of cruelty and maltreatment, the hearing of the same has been fixed for Monday, the       day of       , next, at ten o'clock in the forenoon of that day, at the court-room of this court, at the



Court House in the City of Los Angeles, at which time and place you are cited to appear and answer the said petition, or, in default thereof, proof therein will be heard in your absence; and such judgment as the right of the case demands will be rendered on said petition.

Given under my hand and the seal of the County Court of the County of Los Angeles, this      day of      , in the year of our Lord one thousand eight hundred and fifty-nine.

CHARLES R. JOHNSON, Clerk.

(Seal of County Court)

**Stamps.**—See Form No. 262.

# No. 301.

BLANK PUBLISHED.

## Capias.

The People of the State of California,  
To the Sheriff of the *City* and County of *San Francisco*,  
greeting:

We command you, that you take *John Doe* and him safely keep, so that you have his body before our *County* Court of      , said *city* and county, now in session at the *City* Hall in the said *city* and county, on *Monday*, the      day of      , A. D. 186*4*, at *10* o'clock, *A. M.*, that he may show cause why *he* should not be punished for contempt, by failing to attend as a juror at the *May Term* of said *County* Court. And have you then and there this writ.

By order of court.

Witness my hand and the seal of said *County* Court, this *29th* day of *August*, A. D. 186*4*.

*Wm. Loeu*, Clerk.

By *J. Naphthalu*, Deputy Clerk.

(Seal of County Court)

No. 302.

BLANK PUBLISHED.

## Finding and Decision of Court.

In the *Disttict Court of the Fifteenth Judicial Disttict*  
*of the State of California, in and for the City and County*  
*of San Francisco.*

*John Doe*, Plaintiff,

against

*Richard Roe*, Defendant,

} FINDING AND DECISION OF COURT.

The above-entitled action came on regularly for hearing and trial, on the *15th* day of *August*, A. D. 186*4*, *John Brown*, Esq., appearing as counsel for the plaintiff, and *Charles Jones*, Esq., as counsel for the defendant. A trial by jury having been expressly waived by the counsel for the respective parties, the said action was tried by the court, sitting without a jury, whereupon witnesses were duly examined on behalf of the *plaintiff and defendant in said action*, and thereupon, after hearing the arguments of counsel for the respective parties, the cause was submitted to the court for consideration and decision; and after due deliberation therein, the court finds the following as the facts of the case, to wit: *That from the 1st day of January, A. D. 1863, to the first day of January, A. D. 1864, the said plaintiff performed services as a batkeeper for the said defendant, at his special instance and request; that the said defendant promised to pay for the said services what they were reasonably worth; and that the same were reasonably worth seven hundred and twenty dollars. That no payment has ever been made by the said plaintiff to the said defendant for the same. That all the allegations in said plaintiff's complaint are true.* And as a conclusion of law from the above facts, the court finds that the said *plaintiff* is entitled to have and recover of and from the said *defendant*, the sum of *seven hundred and twenty dollars*, and costs of suit, and the court hereby orders judgment to be entered accordingly.

Dated this *first* day of *July*, A. D. 186*4*.

*Samuel H. Duinelle,*

*Judge 15th Disttict Court*

## No. 303.

## Finding of Triers.

We find [*or*, the majority of the triers find] the challenge true [*or*, not true].

---

## No. 304.

## Oath of Triers, on Challenge to Juror for Actual Bias.

That you will truly inquire whether or not the several persons challenged, or who may be challenged, as trial jurors in this issue joined, between                   , plaintiff, and                   , defendant [*or*, between the People, &c.], and in respect to whom the challenges shall be given to you in charge, are biased against the challenging party, and decide the same truly according to the evidence. So help you God.

---

## No. 305.

## Taking a Verdict.

COURT.—Mr. Clerk. Call the jury.

CLERK.—Gentlemen of the jury; please answer to your names as called. [*Call them one by one, the Sheriff counting as they answer.*] Gentlemen of the jury; have you agreed upon your verdict?

JURY.—[*The foreman, rising, answers:*] We have.

CLERK.—Declare your verdict.

FOREMAN.—We find [*Here state the finding*].

COURT.—Mr. Clerk, record the verdict.

CLERK.—[*The Clerk then enters the verdict and continues:*] Gentlemen of the jury, listen to your verdict as it stands recorded. You say you find [*Here state the finding*]. So say you all.



## No. 306.

Verdict in a Criminal Case on issue of Guilty or Not Guilty.

We find the defendant guilty [*or, not guilty*], as charged in the indictment.

---

## No. 307.

Verdict in a Criminal Case, when the Question of the Sanity of the Defendant is tried.

We find the defendant sane [*or, insane*], and that he was so at the time of the alleged commission of the larceny [*or other act, as may be*], charged against him, to wit, on, &c.

---

## No. 308.

Verdict upon a Plea of a former Conviction or Acquittal of the same Offense.

We find for the people [*or, for the defendant*].

---

## County, District, or Justice's Court.

## No. 309.

Oath of Interpreter.

That you will well and truly interpret between the court, the jury, the counsel, and the witness [*or, the witnesses*], in this cause, wherein is plaintiff and is defendant. So help you God.

## No. 310.

## Oath of Interpreter.—Another Form.

That you will well and truly interpret from French into English, and from English into French, the testimony to be given by this witness [*or*, the witnesses], in this issue pending between       , plaintiff, and       , defendant. So help you God.

---

## No. 311.

## Oath on Voir Dire.

You do solemnly swear that you will true answers make to such questions as may be put to you touching your interest in the event of this cause between A. B., plaintiff [*or*, the People of the State of California, complainants], and C. D., defendant. So help you God.

---

## No. 312.

## Oath of a Witness.

That the evidence you shall give in this issue pending between       , plaintiff [*or*, complainants], and       , defendant, shall be the truth, the whole truth, and nothing but the truth. So help you God.

---

## No. 313.

## Oath of Party, or Interested Witness, to Admit Evidence of the Contents of a Paper not Produced.

That you will true answers make to such questions as shall be put to you touching the power or control you have over any paper [*or*, the loss or destruction of any paper] which would be proper evidence in this cause. So help you God.

## No. 314.

Of a Party, or Interested Witness, Preliminary to Proving the Handwriting of a Subscribing Witness.

That you will true answers make to such questions as shall be put to you touching your [*or*, the plaintiff's, *or*, defendant's] ability to procure the attendance of G. H., a subscribing witness to this paper [*or*, the paper in question]. So help you God.

---

## No. 315.

Oath as to Competency of Juror.

That you will well and truly answer such questions as may be put to you concerning your competency to serve as a trial juror in this issue pending between A. B., plaintiff [*or*, the People of the State of California, complainants], and C. D., defendant. So help you God.

---

## No. 316.

Oath of Impaneled Jury.

You, and each of you, do solemnly swear, that you will well and truly try this matter at issue, wherein A. B., is plaintiff [*or*, the People of, &c., as above, are complainants], and C. D. is defendant, and a true verdict render therein according to the evidence. So help you God.

---

## No. 317.

Oath of Officer, on Retiring with a Jury, or Jurors, on Leave.

That you will retire with such jurors as will have leave of absence from this court; you will not speak to them yourself in relation to this trial, nor suffer any person to speak to them; and you will return with them without delay. So help you God.

## No. 318.

## Oath of Officer, to Keep Jury on an Adjournment.

That you will retire with the jury to some convenient room during the recess of court; you will not suffer any person to speak to them, nor speak to them yourself, in relation to this trial, and return with them at the order of the court. So help you God.

---

## No. 319.

## Oath of Officer to take Charge of the Jury on Retiring to Deliberate.

That you will keep this jury together in a private and convenient place for their deliberation; that you will not permit any person to speak to them, nor speak to them yourself, without leave of the court, unless it be to ask them whether they have agreed upon a verdict, and that you will return them into court when they have so agreed. So help you God.

---

## No. 320.

## Verdict in Action for Damages.

We find for defendant [*or, for plaintiff, damages \$       ; or, for plaintiff against defendant, C. D., damages \$       , and verdict for the defendant, E. F.*]; [*or, if it be a special verdict, insert the same at length*].

---

## No. 321.

## Verdict, with Assessment of Value of Personal Property.

We find [*as in the preceding Form, and then add:*] and the jury assess the value of the said [*Mention the property in question.*] at dollars. [*If necessary, add:* and they further assess the damages of the said defendant, by occasion of the delivery and detention of the said property, at        dollars.]

## No. 322.

Verdict where Personal Property is in Question.

We find the title of the horse in question to be in the plaintiff, and assess the value thereof at one hundred dollars.

---

## Covenants.

## No. 323.

General Form of Covenant by One Person.

And the said A. B., for himself and his heirs, executors, and administrators, does hereby covenant, to and with the said C. D., his heirs and assigns, that, &c.

---

## No. 324.

Joint and Several Covenant.

And the said A. B. and C. D., for themselves and their heirs, executors, and administrators, do hereby jointly and severally covenant, to and with the said E. F., his heirs and assigns, that, &c.

---

## No. 325.

Several Covenant.

And the said A. B. and C. D. do hereby severally, and not jointly, but each for himself and his heirs, executors, and administrators, covenant, to and with the said E. F., that, &c.



## No. 326.

## Covenant by Husband, for Himself and his Wife.

And the said A. B., for himself and his heirs, executors, and administrators, and for and on behalf of his wife, the said M. B., and her heirs, &c., does covenant with the said E. F., that, &c.

---

## No. 327.

## Covenant of Seizin.

And the said A. B., for himself and his heirs, &c., does hereby covenant, to and with the said C. D., his heirs and assigns, that he is lawfully seized, as of a good and indefeasible estate of inheritance in the law, in fee-simple, of and in the said premises, &c.

---

## No. 328.

## Several Covenant of Seizin.

And the said A. B., E. B., C. B., and E. F., do hereby, severally, and not jointly, and each for himself, and for his heirs, executors, and administrators, covenant, to and with the said G. H., that he is lawfully seized of the one-fourth part, of, &c.

---

## No. 329.

## Covenant by Several Grantors, where each Confines his Covenant to his own Portion of the Estate.

And the said A. B., for himself, his heirs, &c., and for the estate, right, title, quiet enjoyment, and further assurance, of the one-third part of the said premises; and the said E. B., for himself, &c., and for the estate, &c., of one other third part of the said premises; and the

said C. B., for himself, &c., and for the estate, &c., of one other and the remaining third part of the said premises, do, and each and every of them does, severally, but not jointly, covenant to and with, &c.

---

No. 330.

Covenant that Premises are Unencumbered.

And the said A. B., for himself, &c., does hereby covenant, to and with the said C. D., his heirs and assigns, that the said premises hereby granted are free and clear of and from all encumbrance, of every name and nature whatsoever.

---

No. 331.

Covenant for Further Assurance.

And further, the said A. B., for himself, &c., does hereby covenant to and with the said C. D., his heirs and assigns, that the said A. B., for himself and his heirs, and all and every other person or persons lawfully claiming, or to claim, by, from, or under him, or them, shall and will, from time to time, and at all times hereafter, upon the reasonable request, and at the cost and charge of the said C. D., his heirs and assigns, make and execute, or cause and procure to be made and executed, all and every such further and other lawful and reasonable deed or deeds, whatsoever, for the further, better, and more perfect and absolute assurance of the said premises hereby granted, or intended so to be, with their appurtenances, unto the said C. D., his heirs and assigns, as by him or them, or by his or their counsel, learned in the law, shall be reasonably advised, devised, or required.

---

No. 332.

Covenant for Quiet Enjoyment.

And the said A. B., for his heirs, &c., does covenant, promise, and agree, to and with the said C. D., his heirs and assigns, by these

presents, that the said C. D., his heirs and assigns, shall, and lawfully may, from time to time, and at all times hereafter, peaceably and quietly have, hold, occupy, possess, and enjoy, the said premises, hereby granted, or intended so to be, with the appurtenances, without the lawful hindrance or molestation of the said A. B., his heirs and assigns, or of any other person or persons whatsoever, by or with his or their act, consent, privity, or procurement.

---

No. 333.

Covenant by Several Grantors against Encumbrance.

And the said A. B. and C. D., for themselves, their heirs, &c., do severally, and not jointly, nor one for the other, or for the act or deed of the other, but each for his own acts only, covenant, promise, grant, and agree, to and with the said E. F., his heirs and assigns, by these presents, that they, the said A. B. and C. D., have not heretofore done, or committed, any act, matter, or thing, whatever, whereby the said premises, or any part thereof, are, or shall be, charged, in title, estate, or otherwise.

---

No. 334.

Covenant by Tenant for Life, and Tenant in Fee of the Reversion.

And we, the said A. B. and C. D., for ourselves respectively, and our respective heirs, do severally, and not jointly, covenant and agree, to and with the said E. F., his heirs and assigns, that we are lawfully seized in fee of the said premises, in manner following, that is to say : That the said A. B. is seized thereof for his life; and that the said C. D. is seized in fee-simple of the reversion, or remainder thereof, expectant upon the determination of the said estate for life, &c.

## No. 335.

## Mutual and Dependent Covenant.

And the said A. B., for himself, &c., does hereby covenant and agree, to and with the said C. D., his heirs and assigns, that he will pay, in gold coin of the United States, to the said C. D., his heirs or assigns, the sum of            dollars, on the            day of            next; and in consideration thereof, the said C. D., for himself, &c., does covenant and agree to and with the said A. B., his heirs and assigns, that he will make and execute to the said A. B., &c., a good and sufficient warranty deed, &c., on the payment of the said sum of money as aforesaid.

---

## No. 336.

## Independent Covenants.

And the said A. B., for himself, &c., does hereby covenant and agree, to and with the said C. D., his heirs and assigns, that he will pay, in gold coin of the United States, unto the said C. D., &c., the sum of            dollars, on or before the expiration of one year from the date of these presents, with legal interest thereon. And the said C. D., for himself, &c., does covenant, &c., to and with the said A. B., &c., that he will sell, transfer, and convey, to the said A. B., &c.,            shares of the capital stock of the Nellie and Julia Gold and Silver Mining Company, on or before the expiration of ninety days from the date hereof.

---

CREDITOR.—See AGREEMENT AND CONTRACT. PROBATE COURT.

CREW LIST.—See CUSTOM HOUSE.

## Custom House.

No. 337.

BLANK PUBLISHED.

### Application for Damage Allowance.

To the Collector of Customs:

SIR:—An order to ascertain and estimate the damage on

MARKS.	NO. 9.	PACKAGES AND CONTENTS.
<div style="border: 1px solid black; padding: 5px; text-align: center;"> INTERNAL REVENUE STAMP. </div>		

Imported by \_\_\_\_\_, in the \_\_\_\_\_, whereof  
 is Master, from \_\_\_\_\_, is respectfully re-  
 quested.

SAN FRANCISCO, \_\_\_\_\_, 186 .

#### STATEMENT OF APPLICANT.

I, \_\_\_\_\_, of the firm of \_\_\_\_\_, do solemnly  
 that I have personally inspected and examined the merchandise  
 described in the foregoing application to the Collector of the Cus-  
 toms; that the same has sustained damage on the voyage of importa-  
 tion, and has not been landed ten days from the vessel in which the  
 importation was made. So help me God.

Sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 186 , }  
 before me, \_\_\_\_\_ }  
 \_\_\_\_\_, Deputy Collector.



STATEMENT OF WITNESS.

I, \_\_\_\_\_, do solemnly \_\_\_\_\_ that I have personally examined and inspected the following articles:

MARKS.	NOS.	PACKAGES AND CONTENTS.

Imported by \_\_\_\_\_, in the \_\_\_\_\_, from \_\_\_\_\_; that in my opinion they are damaged, and that such damage occurred on the voyage of importation. I further \_\_\_\_\_ that I am not, directly or indirectly, interested or concerned in said importation, nor have I received, nor am I to receive, any emolument, pay, compensation, or reward, growing out of, or in any wise appertaining to, any allowance or abatement in the duties that may be made on said goods. So help me God.

Sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 186 \_\_\_\_\_, }  
before me, \_\_\_\_\_, Deputy Collector. }

COLLECTOR'S OFFICE,  
SAN FRANCISCO, \_\_\_\_\_, 186 \_\_\_\_\_. }

To the United States Appraisers:

You will estimate and ascertain the damage sustained on the voyage of importation on

MARKS.	NOS.	PACKAGES AND CONTENTS.

Imported by \_\_\_\_\_, in the \_\_\_\_\_, from \_\_\_\_\_,  
in pursuance of the annexed application, and report to this office the  
result of your examination.

Respectfully,

\_\_\_\_\_, Deputy Collector.

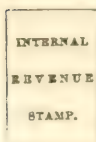
**Note.**—This application must contain the number of packages damaged, and must be made within ten days after the landing of the goods. The damage must be proved by the testimony of a disinterested witness.

### No. 338.

BLANK PUBLISHED.

#### Bill of Lading.

Shipped, in good order and condition, by \_\_\_\_\_, on  
board the \_\_\_\_\_ called the \_\_\_\_\_, whereof  
\_\_\_\_\_ is Master, now lying at the Port of San  
Francisco, and bound for \_\_\_\_\_. To say:



\_\_\_\_\_ being marked and numbered as in the  
margin, and are to be delivered in the like order and con-  
dition, at the Port of \_\_\_\_\_ (the dangers of the  
seas only excepted), unto \_\_\_\_\_ or to \_\_\_\_\_ assigns, he or

they paying freight for the said \_\_\_\_\_, with  
primage and average accustomed. In witness whereof, the  
Master or Purser of the said vessel hath affirmed to

\_\_\_\_\_ bills of lading, all of this tenor and date, one of  
which being accomplished, the others to stand void.

Dated in San Francisco, the \_\_\_\_\_ day of \_\_\_\_\_,  
18 \_\_\_\_\_.

### No. 339.

BLANK PUBLISHED.

#### Bill of Sale.—Registered Vessel.

To all to whom these presents shall come, greeting:

Know ye, That \_\_\_\_\_, of the \_\_\_\_\_ or vessel called the \_\_\_\_\_,

of the burthen of                      tons, or thereabouts, for and in consideration of                      dollars, lawful money of the United States, of America, in hand paid before the sealing and delivery of these presents, by                      , the receipt whereof                      do hereby acknowledge, and                      therewith fully satisfied, contented, and paid, ha                      bargained and sold, and by these presents do                      bargain and sell, unto the said executors, administrators, and assigns,                      of the said or vessel, together with                      the mast , bowsprit, sails, boat , anchors, cables, and all other necessities thereunto appertaining and belonging; the certificate of the register of which said                      or vessel is as follows, to wit:



No.

In pursuance of an Act of Congress of the United States of America, entitled "An Act concerning the Registering and Recording of Ships or Vessels," approved December 31, 1792, and of "An Act to Regulate the Admeasurement of Tonnage of Ships and Vessels of the United States," approved May 6, 1864,

                    having taken or subscribed the                      required by the said act, and having                      that                      only owner of the ship or vessel called the                      , of                      , whereof                      is at present Master, and a citizen of the United States.                      and that the said ship or vessel was

And                      having certified that the said ship or vessel has                      deck and                      mast, and that her length is                      feet; breadth                      feet; depth                      feet; height                      feet; and that she measures                      tons and                      hundredths,

	Tonnage.	$\frac{1}{100}$
Capacity under tonnage deck.....	.....	.....
Capacity between decks above tonnage deck.....	.....	.....
Enclosures on the upper deck, viz:.....	.....	.....
Total tonnage.....	.....	.....

That she is a \_\_\_\_\_, has \_\_\_\_\_, and \_\_\_\_\_ head.  
 And the said \_\_\_\_\_ having agreed to the description and  
 admeasurement above specified, and sufficient security having been  
 given, according to the said act, the said \_\_\_\_\_ has been duly  
 registered at the port of \_\_\_\_\_.

Given under \_\_\_\_\_ hand and seal, at the port of \_\_\_\_\_, this  
 \_\_\_\_\_ day of \_\_\_\_\_, in the year one thousand eight hun-  
 dred and \_\_\_\_\_.

To have and to hold the said vessel and appurtenances thereunto  
 belonging, unto the said \_\_\_\_\_ executors, administrators, and  
 assigns, to the sole and only proper use, benefit, and behoof of \_\_\_\_\_,  
 the said \_\_\_\_\_ executors, administrators, and assigns, forever.  
 And the said \_\_\_\_\_ ha \_\_\_\_\_ and by these presents do promise,  
 covenant, and agree, for \_\_\_\_\_ heirs, executors, and administrators, to  
 and with the said \_\_\_\_\_ heirs, executors, administrators, and assigns,  
 to warrant and defend the said vessel and all the other before-mentioned  
 appurtenances, against all and every person and persons whomsoever.

In testimony whereof, the said \_\_\_\_\_ ha \_\_\_\_\_ hereunto  
 set \_\_\_\_\_ hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_  
 one thousand eight hundred and \_\_\_\_\_.

Sealed and delivered in the presence of }  
 \_\_\_\_\_ }  
 \_\_\_\_\_ }  
 \_\_\_\_\_ }

No. 340.

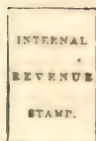
BLANK PUBLISHED.

### Bill of Sale.—Enrolled Vessel.

ENROLLED VESSELS.

To all to whom these presents shall come, greeting :

Know ye, That \_\_\_\_\_, of the \_\_\_\_\_ or vessel called  
 the \_\_\_\_\_, of the burthen of \_\_\_\_\_ tons, or thereabouts, for and in  
 consideration of the sum of \_\_\_\_\_, lawful money of the  
 United States of America, to \_\_\_\_\_ in hand paid before the  
 sealing and delivery of these presents, by \_\_\_\_\_, the  
 receipt whereof do \_\_\_\_\_ hereby acknowledge, and  
 therewith fully satisfied, contented, and paid, ha \_\_\_\_\_ bargained



and sold, and by these presents do bargain and sell, unto the said executors, administrators, and assigns, of the said or vessel : together with the mast , bowsprit, sails, boat , anchors, cables, and all other necessities thereunto appertaining and belonging. The certificate of enrolment of which said or vessel is as follows, to wit :

No.

ENROLLMENT.—PERMANENT.

Enrollment, in conformity to an Act of the Congress of the United States of America, entitled “An Act for Enrolling and Licensing Ships or Vessels, to be employed in the Coasting Trade and Fisheries, and for regulating the same,” approved February 18, 1793, and “An Act to Regulate the Admeasurement of Tonnage of Ships and Vessels of the United States,” approved May 6, 1864.

having taken or subscribed the required by the said act, and having that citizen of the United States, sole owner of the ship or vessel called the , of , whereof is at present Master, and as he hath is a citizen of the United States, and that the said ship or vessel .

And having certified that the said ship or vessel has deck and mast and that her length is 10 feet ; breadth 10 feet ; depth 10 feet ; height 10 feet ; and that she measures tons and hundredths, viz. :

	Tonnage.	$\frac{1}{100}$
Capacity under tonnage deck.....	.....	.....
Capacity between decks above tonnage deck.....	.....	.....
Enclosure on the upper deck, .....	.....	.....
Total tonnage .....	.....	.....

that she is has and head. And the said having agreed to the description and admea-



surement above specified, and sufficient security having been given according to the said Act, the said \_\_\_\_\_ has been duly enrolled at the Port of San Francisco, California.

Given under \_\_\_\_\_ hand and seal at the Port of San Francisco, this \_\_\_\_\_ day of \_\_\_\_\_, in the year one thousand eight hundred and \_\_\_\_\_.

To have and to hold the said \_\_\_\_\_ and appurtenances thereunto belonging, unto \_\_\_\_\_ the said \_\_\_\_\_ executors, administrators, and assigns, to the sole and only proper use, benefit, and behoof of \_\_\_\_\_ the said \_\_\_\_\_ executors, administrators, and assigns, forever. And \_\_\_\_\_ the said \_\_\_\_\_ ha \_\_\_\_\_ and by these presents do \_\_\_\_\_ promise, covenant, and agree, for \_\_\_\_\_ heirs, executors, and administrators, to and with the said \_\_\_\_\_ heirs, executors, administrators, and assigns, to warrant and defend the said \_\_\_\_\_ and all the other before-mentioned appurtenances, against all and every person and persons whomsoever.

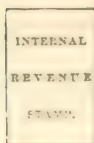
In witness whereof, \_\_\_\_\_ ha hereunto set \_\_\_\_\_ hand and seal  
 \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_ . \_\_\_\_\_  
 \_\_\_\_\_, sealed, and delivered, in the presence of }  
 \_\_\_\_\_ }  
 \_\_\_\_\_ }

### No. 341.

BLANK PUBLISHED.

#### Bill of Sale for Vessels under Twenty Tons.

Know all men by these presents: That \_\_\_\_\_, for and in consideration of the sum of \_\_\_\_\_, to \_\_\_\_\_ in hand paid, by \_\_\_\_\_, the receipt whereof is hereby acknowledged, have granted, bargained, and sold, and by these presents do grant, bargain, and sell unto the said \_\_\_\_\_ executors, administrators, and assigns, the \_\_\_\_\_ and appurtenances thereunto belonging. The certificate of the register of said vessel is as follows, to wit:



No. —

*License of a vessel under twenty tons to carry on the  
for one year.*

DISTRICT AND PORT OF :

In pursuance of an Act of the Congress of the United States of America, entitled "An Act for Enrolling and Licensing Ships or Vessels to be employed in the Coasting Trade and Fisheries, and for regulating the same," approved February 18, 1793, and of "An Act to Regulate the Admeasurement of Tonnage of Ships and Vessels of the United States," approved May 6, 1864,

having given bond that the \_\_\_\_\_ called the \_\_\_\_\_,  
whereof the said \_\_\_\_\_ is Master, burthen

tons, \_\_\_\_\_ hundredths, and measuring in length  
\_\_\_\_\_ feet, breadth, \_\_\_\_\_ feet, depth, \_\_\_\_\_  
feet, proof being had of her admeasurement,

shall not be employed in any trade, while this license shall continue in force, whereby the revenue of the United States shall be defrauded, and having also \_\_\_\_\_ that this license shall not be used for any other vessel, or for any other employment than is herein specified, license is hereby granted \_\_\_\_\_ for the said \_\_\_\_\_, to be employed in carrying on the \_\_\_\_\_, for one year from the date hereof, and no longer.

Given under \_\_\_\_\_ hand and seal of office, at the  
\_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, in the year one thousand  
eight hundred and \_\_\_\_\_.

\_\_\_\_\_, Collector.

\_\_\_\_\_, Naval Officer.

To have and to hold the said \_\_\_\_\_ and appurtenances thereunto belonging unto \_\_\_\_\_ the said \_\_\_\_\_ executors, administrators, and assigns, to the sole and only proper use, benefit, and behoof of \_\_\_\_\_ the said \_\_\_\_\_ executors, administrators, and assigns, forever, and \_\_\_\_\_ the said \_\_\_\_\_ ha \_\_\_\_\_, and by these presents do promise, covenant, and agree, for, heirs, administrators, and assigns, to and with the said \_\_\_\_\_ executors, administrators, and assigns, to warrant and defend the said \_\_\_\_\_ and appurtenances, against the legal claims of all persons whomsoever.

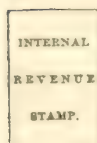
In testimony whereof, hereunto set hand and seal, this  
 day of \_\_\_\_\_, one thousand eight hundred and \_\_\_\_\_.  
 Signed, sealed, and delivered, in the presence of } \_\_\_\_\_  
 \_\_\_\_\_ }  
 \_\_\_\_\_ }

No. 342.

BLANK PUBLISHED.

### Bond to Produce Bill of Lading.

Know all men by these presents: That \_\_\_\_\_, of \_\_\_\_\_,



County of \_\_\_\_\_, and \_\_\_\_\_, are held and firmly bound unto the owners, master, and consignees of the ship \_\_\_\_\_ in the penal sum of \_\_\_\_\_ dollars, to be paid unto the said owners, master, or consignees, their executors, administrators, or assigns, to which payment, well and truly to be made, we do bind ourselves, our heirs, executors, and administrators, firmly, by these presents.

The condition of this obligation is such, That whereas \_\_\_\_\_ claim to be the true and lawful consignees of certain goods, wares, and merchandise, now on board the ship \_\_\_\_\_, of which they hold no valid bill lading. Now, in consideration of the delivery of said goods to the said \_\_\_\_\_, by \_\_\_\_\_ the consignees of said ship \_\_\_\_\_ without presentation of bill lading; we, the undersigned, hereby agree to furnish to the said consignees of said ship, within \_\_\_\_\_ from the date hereof, a proper bill lading of said goods, duly filled up to the order of said \_\_\_\_\_, or in default of furnishing such bill lading, we hereby agree to hold the said owners, master, and consignees of said ship, harmless against the claims for delivery of any party or parties whatsoever, and bind ourselves to pay to the said owners, master, or consignees, all loss or damage which they may be called upon to pay in consequence of such delivery of said goods to the said \_\_\_\_\_.

Now, if the said \_\_\_\_\_ do well and truly fulfil the



have been landed in this \_\_\_\_\_, between the \_\_\_\_\_, and  
 \_\_\_\_\_, 186 \_\_\_\_\_, from on board the \_\_\_\_\_, of  
 \_\_\_\_\_, whereof \_\_\_\_\_ is at present Master, viz.:

MARKS.	NUMBERS.	

Which, according to the bills of lading for the same, were shipped on board the \_\_\_\_\_, at the Port of San Francisco, in the United States of America, on or about the \_\_\_\_\_ day of \_\_\_\_\_, 186 \_\_\_\_\_, and consigned to \_\_\_\_\_, by \_\_\_\_\_, aforesaid merchant.

Given under \_\_\_\_\_ hand, at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 186 \_\_\_\_\_.

\_\_\_\_\_, Consignee.

#### OATH OF THE MASTER AND MATE.

We, \_\_\_\_\_, Master, and \_\_\_\_\_, Mate of the  
 \_\_\_\_\_, of \_\_\_\_\_, lately arrived from  
 the Port of \_\_\_\_\_, in the United States of America,  
 do solemnly swear, that the goods or merchandise  
 enumerated and described in the preceding certificate,  
 dated the \_\_\_\_\_ day of \_\_\_\_\_, and signed by \_\_\_\_\_,  
 of the city of \_\_\_\_\_, merchant \_\_\_\_\_, were actually de-  
 livered at the said port, from on board the said \_\_\_\_\_,  
 within the time specified in the said certificate.

\_\_\_\_\_, Master.

\_\_\_\_\_, Mate.

Sworn at the \_\_\_\_\_ of \_\_\_\_\_,  
 before me, this \_\_\_\_\_ day  
 of \_\_\_\_\_, 186 \_\_\_\_\_.  
 \_\_\_\_\_, U. S. Consul.

This oath to be taken at the port of landing, before a Consul of the United States; or, if none such reside there, before some com- attested authority thereof. This oath will be sufficiently valid if taken on the return of the vessel; but the circumstance of the death of the officers of the vessel, points out the propriety of its being taken abroad.



This verification to be signed by the Consul or other Public Agent of the United States, if one reside at the place.

## CONSUL'S CERTIFICATE.

I, \_\_\_\_\_, of the United States of America, at the \_\_\_\_\_ of \_\_\_\_\_, do declare that the facts set forth in the preceding certificate, subscribed by \_\_\_\_\_, of the said city, merchant \_\_\_\_\_, and dated the \_\_\_\_\_, are\* \_\_\_\_\_, just and true, and deserving full faith and credit.

In testimony whereof, I have hereunto subscribed my name, and affixed the seal of my office, at \_\_\_\_\_, this day of \_\_\_\_\_, 186 \_\_\_\_\_. \_\_\_\_\_

If no Consul or other Public Agent of the United States reside at the place of landing, then the verification to be signed by two American merchants, if any such reside there, stating themselves as such; and in failure of both of these, by two respectable foreign merchants, in which case the last blank must be filled up with the words, "not American merchants."

## MERCHANT'S CERTIFICATE.

We, \_\_\_\_\_, merchants residing at the \_\_\_\_\_ of \_\_\_\_\_, do declare, that the facts stated in the preceding certificate, signed by \_\_\_\_\_, of the said \_\_\_\_\_, merchants, on the \_\_\_\_\_ day of \_\_\_\_\_, are\* \_\_\_\_\_, just and true, and worthy of full faith and credit. We also declare, that there is no Consul or Public Agent of the United States of America, or \_\_\_\_\_, now residing at this place.

Given under \_\_\_\_\_ hand, at the \_\_\_\_\_ of \_\_\_\_\_, aforesaid, this day of \_\_\_\_\_, 186 \_\_\_\_\_. \_\_\_\_\_

**Note.**—This certificate is used to cancel bonds given by the exporter of goods withdrawn from bond for exportation to a foreign country.

No. 345.

BLANK PUBLISHED.

## Certificate of Clearance.

(Articles of merchandise, the growth, production or manufacture of the United States.)

This is to certify that there were cleared out at this port, on the \_\_\_\_\_

\* To be filled—"to my knowledge," or "in my opinion."

day of \_\_\_\_\_, 186\_\_\_\_, in the \_\_\_\_\_, whereof  
 was Master, for \_\_\_\_\_, the following articles of merchandise:

MARKS.	NUMBERS.	DESCRIPTION OF MERCHANDISE.	VALUE.

on which no drawback, allowance, or bounty hath been paid or admitted.

District of \_\_\_\_\_  
 Port of \_\_\_\_\_, 186\_\_\_\_.  
 \_\_\_\_\_, Collector.  
 \_\_\_\_\_, Naval Officer.

**Note.**—The foregoing form is necessary on re-importation of goods, wares, and merchandise of domestic origin, when made at a port other than that from which exported, and is granted by collector of district from whence goods were exported.

FORM K.

No. 346.

### Certificate for Cancellation of Bond to Secure Internal Revenue Duties.

No. \_\_\_\_.

OFFICE OF THE COLLECTOR OF CUSTOMS, }  
 PORT OF SAN FRANCISCO, 18\_\_\_\_.

This is to certify, that it appears upon the records of this office that  
 there was exported from this port by \_\_\_\_\_ of  
 in the \_\_\_\_\_, whereof \_\_\_\_\_ was Master, for the  
 Port of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 18\_\_\_\_, the  
 following articles of merchandise, viz.:

MARKS AND NOS.	QUANTITY.	DESCRIPTION.

That the entry of said merchandise was made in this office, in the manner required by parties who export under bond given to secure the payment of internal revenue duties; and I further certify, that if the above kind of merchandise, and the quality, quantity, and amount thereof, is the same kind of merchandise, quality, quantity, and amount mentioned in the bond given to you to secure the payment of the duties thereon, by \_\_\_\_\_, of \_\_\_\_\_, then \_\_\_\_\_ entitled to have the same canceled and declared void; if not the same quality, quantity, and amount, then \_\_\_\_\_ entitled to have remission of duties for so much thereof as has been exported, a bond having been filed in this office that the same will not be re-landed within the United States.

Witness my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18 \_\_\_\_\_.


\_\_\_\_\_, Collector.

Countersigned,

\_\_\_\_\_, Naval Officer.

To \_\_\_\_\_,

Collector of Internal Revenue, \_\_\_\_\_ District, State of California.

 Before presenting the foregoing certificate to the Collector of Internal Revenue for cancellation of the bond, one of the annexed affidavits, in conformity with the permit for removal granted by said Collector, must be made.

#### AFFIDAVIT OF PARTY DESIRING CANCELLATION OF BOND GIVEN FOR EXPORT.

State of California:

being duly sworn according to law, deposes



that this is the whole product of said spirits, and no more; that upon the       day of       , A. D. 18       ,       exported from the Port of San Francisco, California, to the Port of       gallons of alcohol, being the product of the       gallons of spirits, to export which said bond was executed, and the said permit to remove given by the Collector.

And deponent further says, that the said alcohol was truly exported, as certified by the custom-house officer, whose certificate is annexed, and that all the conditions of said bond have been faithfully complied with in every particular, and that the same ought, therefore, to be canceled and declared void, and of no effect.

Sworn and subscribed before me, this       day }  
of       , A. D. 18       . Witness my hand }  
and official seal.       .

**Note.**—The foregoing Form is used for goods upon which the internal revenue is due to the Government, but which have been exported to a foreign country, and bonds have been given to the Collector of Internal Revenue for the production of this certificate.



No. 347.  
Crew List.

List of persons composing the crew of the \_\_\_\_\_, whereof is Master, \_\_\_\_\_ of \_\_\_\_\_, bound for \_\_\_\_\_.

Names.	Places of Birth.	Places of Residence.	Of what Country Citizens or Subjects.	DESCRIPTION OF THEIR PERSONS.			
				Age.	HEIGHT.		Hair.
					Feet.	Inches.	

I, \_\_\_\_\_, do solemnly, sincerely, and truly \_\_\_\_\_ that the within list contains the names of the crew of the \_\_\_\_\_, together with the places of their birth and residence, as far as I can ascertain the same. \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 18 \_\_\_\_.

Before me,

\_\_\_\_\_, 18 \_\_\_\_.  
Collector.

I do certify, that the within is a true copy of the list of the crew of the \_\_\_\_\_, of \_\_\_\_\_, whereof \_\_\_\_\_ is Master, taken from the original on file in this office.

Given under my hand and seal of office, at the Custom House, this \_\_\_\_\_ day of \_\_\_\_\_, in the year of \_\_\_\_\_, our Lord one thousand eight hundred and \_\_\_\_\_.

I do hereby further certify, that the within-named  
 \_\_\_\_\_, who  
 \_\_\_\_\_, whereof  
 the company of the above-mentioned  
 is at present Master, have produced to me proof in the manner directed in the Act, entitled "An Act for the  
 Relief and Protection of American Seamen." And pursuant to the said Act, and to the Act supplementary to  
 the Act concerning Consuls and Vice-Consuls, and for the further protection of American Seamen, I do hereby  
 certify, that the said  
 \_\_\_\_\_  
 are citizens of the  
 United States of America.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 18 \_\_\_\_.

**Note.**—The foregoing list must contain the names of all persons employed on board of an American vessel clearing for a foreign port.  
 Two-thirds of the crew of an American vessel must be American citizens, unless the master makes oath that he cannot procure two-  
 thirds.

No. 348.

BLANK PUBLISHED.

**Export of Domestic Manufacture from Articles of Foreign Growth and Production, for Bene-  
 fit of Drawback.**

FORM A.

Entry of	manufactured in the United States from	of foreign growth and
production, intended to be exported by	on board the	, whereof
is Master, for	for the benefit of drawback, under the provisions of the 4th section of the Tariff	
Act of 5th August, 1861.		

Marks.	No.	Number and Description of Packages.	Quantity.	Value.	By whom Manufactured.	Where Deposited.
<div style="border: 1px solid black; padding: 5px; text-align: center;">           INTERNAL REVENUE STAMP.         </div>						

## MATERIALS ENTERING INTO THE MANUFACTURE OF THE ABOVE ARTICLE.

Description of Material.	By whom Imported.	Name of Vessel.	When Imported.	Where Imported.	Whence Imported.	Quantity.	Value.

\_\_\_\_\_, Exporter.

## FORM B.

## OATH OF PROPRIETOR AND FOREMAN.

We, \_\_\_\_\_, proprietor, and \_\_\_\_\_, foreman, of the \_\_\_\_\_, do severally, solemnly, sincerely, and truly that the \_\_\_\_\_ described in the within entry \_\_\_\_\_ manu-

factured at the \_\_\_\_\_, from \_\_\_\_\_, of the growth and production of a foreign country,  
imported, and on which duties have been paid as in said entry stated, to the best of our knowledge and belief.  
to before me, this \_\_\_\_\_ day of \_\_\_\_\_, 186 . }  
\_\_\_\_\_, Deputy Collector.

FORM F.

OATH OF EXPORTER.

I, \_\_\_\_\_, do solemnly, sincerely, and truly that the \_\_\_\_\_ described in the within  
entry, now laden on board the \_\_\_\_\_, whereof \_\_\_\_\_ is Master, truly intended  
to be exported to \_\_\_\_\_, and not to be brought back or re-landed within the limits of the United  
States. I further that the said \_\_\_\_\_ according to the best of my knowledge and belief  
manufactured of \_\_\_\_\_, the growth and product of a foreign country, imported, as in said entry stated,  
and on which the duties chargeable by law have been paid.  
to before me, this \_\_\_\_\_ day of \_\_\_\_\_, 186 . }  
\_\_\_\_\_, Deputy Collector.

No. 349.

BLANK PUBLISHED.

Re-Warehouse Withdrawal Entry for Consumption.

Entry of merchandise, intended to be withdrawn from warehouse for consumption by \_\_\_\_\_ which  
was brought into this district on the \_\_\_\_\_ day of \_\_\_\_\_, from the port of  
\_\_\_\_\_, having been originally imported into \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_.

Mark.	Numbers.	Packages and Contents.	Quantity.	Per cent.	Per cent.	Per cent.	Total.	Initial Value of each Package.
INTERNAL REVENUE STAMP.								

authorize \_\_\_\_\_ to withdraw from warehouse the goods described in this entry.

FORM 131.

No. 850.

BLANK PUBLISHED.

### Re-Warehouse Withdrawal Entry for Export.

Entry of merchandise withdrawn from warehouse by \_\_\_\_\_, and to be exported by \_\_\_\_\_  
 in the \_\_\_\_\_, whereof \_\_\_\_\_ is master, for \_\_\_\_\_ which was brought into this district on  
 the \_\_\_\_\_, from the part of \_\_\_\_\_, the same having been originally imported into the District  
 of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, in the \_\_\_\_\_, from \_\_\_\_\_.



Marks.	Numbers.	Packages and Contents.	Quantity.	Per cent.	Per cent.	Per cent.	Per cent.	Total.	Dutiable Value of each Package.
INTERNAL REVENUE STAMP.									

I authorize \_\_\_\_\_ to withdraw from warehouse for exportation the goods described in this entry.

OATH.—FORM 117.

PORT OF SAN FRANCISCO :

I, \_\_\_\_\_, do solemnly, sincerely, and truly swear, that the goods described in the entry, now delivered by me to the Collector of this District, are the identical goods mentioned in a transportation entry made at the Custom House at \_\_\_\_\_ by \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 18 \_\_\_\_\_, and that said goods are the same in quality, quantity, value, and package, wastage and damage excepted, as at the time of original importation. So help me God.

Sworn to, this \_\_\_\_\_ day of \_\_\_\_\_, 18 \_\_\_\_\_, before me. }  
 \_\_\_\_\_, Deputy Collector.

OATH.—FORM 125.

I, \_\_\_\_\_, do solemnly, sincerely, and truly swear, that the goods, wares, and merchandise described in the within entry, now delivered by me to the Collector of the Customs for the Port of San Francisco, are truly intended to be exported by me to the Port of \_\_\_\_\_, without the limits of the United States, and are not intended to be reloaded within the limits of the United States. I further swear that, to the



## DISTRICT OF SAN FRANCISCO :

I, \_\_\_\_\_, do solemnly, sincerely and truly swear, that the goods described in the entry, now delivered by me to the Collector of this District, are the identical goods mentioned in a transportation entry made at the Custom House at \_\_\_\_\_ by \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 18\_\_\_\_, and that said goods are the same in quality, quantity, value, and package, wastage and damage excepted, as at the time of original importation. So help me God.

Sworn to, this \_\_\_\_\_ day of \_\_\_\_\_, 18\_\_\_\_, before me. }  
 \_\_\_\_\_, Deputy Collector. }

## OATH.—FORM 113.

I, \_\_\_\_\_, do solemnly, sincerely, and truly swear, that the goods, wares, and merchandise described in the within entry, now delivered by me to the Collector of the Customs for the Port of \_\_\_\_\_ are truly intended to be transported in bond by me to the Port of \_\_\_\_\_, and delivered to the Collector of said port, according to the provisions of the Warehousing Laws, and the regulations of the Secretary of the Treasury. So help me God.

Sworn to, this \_\_\_\_\_ day of \_\_\_\_\_, 18\_\_\_\_, before me. }  
 \_\_\_\_\_, Deputy Collector. }

## No. 352.

Direct Export of Merchandise for Drawback, under the Acts to Provide Internal Revenue.

SAN FRANCISCO, \_\_\_\_\_, 18\_\_\_\_.

Entry of merchandise upon which the duties or taxes have been paid, under the Acts to Provide Internal



produced by deponent at \_\_\_\_\_, and that the duties or taxes imposed by law thereon have been paid, in the manner, at the rate, and to the amount in said entry stated.

Sworn before me, this \_\_\_\_\_ day of \_\_\_\_\_, 18 \_\_\_\_.

FORM C.

CERTIFICATE OF COLLECTOR OF INTERNAL REVENUE.

I, \_\_\_\_\_, Collector of Internal Revenue in the \_\_\_\_\_ District, in the State of California, do certify that the internal revenue duty or tax upon the merchandise set forth and described in the above entry has been paid by \_\_\_\_\_, of \_\_\_\_\_, as therein stated, to wit: on the quantity therein stated, viz.: \_\_\_\_\_ at the rate of \_\_\_\_\_, amounting to \_\_\_\_\_ dollars.

Witness my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18 \_\_\_\_.

FORM E.

ORDER FOR EXAMINATION AND SHIPMENT.

To the Surveyor:

You will examine the articles of merchandise described in the within entry; cause the weight, gauge, measure, or count (as the case may require) of the same to be ascertained, and if found to agree in all respects with the description in the within entry and certificates, superintend the lading thereof on board the \_\_\_\_\_, whereof \_\_\_\_\_ is Master, for \_\_\_\_\_, and make due return to this office.

\_\_\_\_\_, Deputy Collector.

\_\_\_\_\_, Naval Officer.

Fees \$0.90.



## FORM F.

## RETURN OF LADING.

I hereby certify that the merchandise described in the within entry having been examined by me, and found to agree in all respects with the description thereof, the same has been laden, under my supervision, on board the \_\_\_\_\_, whereof \_\_\_\_\_, 18 .  
 \_\_\_\_\_, San Francisco, \_\_\_\_\_, Inspector of Customs.  
 \_\_\_\_\_, Weigher.  
 \_\_\_\_\_, Ganger.  
 \_\_\_\_\_, Measurer.

## FORM G.

## EXPORTER'S OATH.

State of California, } ss.  
 Port of San Francisco, }  
 \_\_\_\_\_, being duly sworn says, that the merchandise examined under the foregoing order, and now laden on board the \_\_\_\_\_, whereof \_\_\_\_\_ is Master, is the identical merchandise set forth in the within entry; and that the same is truly intended to be exported to \_\_\_\_\_, and not to be brought back or re-laden within the United States; that the amount of duty or tax paid thereon, is \$ \_\_\_\_\_, and that \_\_\_\_\_ is justly entitled thereto.

Sworn before me, this \_\_\_\_\_ day of \_\_\_\_\_, 18 . }  
 \_\_\_\_\_, Deputy Collector. }

**Note.**—The foregoing Form is used when the exporter of goods to a foreign country, upon which the manufacturer has paid the internal revenue tax, wishes to have the same refunded. The entry must be made out in duplicate.

BLANK PUBLISHED.

# Re-Warehouse Entry for Immediate Exportation.

Entry of merchandise brought into this district by \_\_\_\_\_, from \_\_\_\_\_, and now to be  
 exported by \_\_\_\_\_, on board the \_\_\_\_\_, for \_\_\_\_\_, which was imported into the port of  
 \_\_\_\_\_, on the \_\_\_\_\_, having been originally imported into \_\_\_\_\_ by \_\_\_\_\_,  
 in the \_\_\_\_\_, from \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 18 \_\_\_\_.

Marks.	Numbers.	Packages and Contents.	Quantity.	Per cent.	Per cent.	Per cent.	Per cent.	Total.	Dutiable Value of each Package.
<div>INTERNAL REVENUE STAMP.</div>									

authorize \_\_\_\_\_ to withdraw from warehouse the goods described in the within entry.

OATH.—FORM 117.

PORT OF SAN FRANCISCO:

I, \_\_\_\_\_, do solemnly, sincerely, and truly swear, that the goods described in the entry now  
 delivered by me to the Collector of this District, are the identical goods mentioned in a transportation entry  
 made at the Custom House at \_\_\_\_\_, by \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 18 \_\_\_\_ , and



Marks.	Nos.	Packages and Contents.	Shippers.	Consignees.	Where Consigned.

Sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, 186 . }  
 \_\_\_\_\_, Deputy Collector. }

No. 356.

BLANK PUBLISHED.

## Re-Warehousing and Withdrawal Entry for Consumption.

Entry of merchandise to be re-warehoused and withdrawn by district by	, from the port of	, on the	, which was brought into this
into	, by	, in the	, having been originally imported
of		, from	, on the day

SAN FRANCISCO,

186.

Marks.	Numbers.	Packages and Contents.	Quantity.	Per cent.	Per cent.	Per cent.	Total.	Dutiable Value of Each Package.
<div style="border: 1px solid black; padding: 5px; text-align: center;"> INTERNAL REVENUE STAMP. </div>								

## DISTRICT AND PORT OF SAN FRANCISCO:

I, \_\_\_\_\_, do solemnly, sincerely, and truly swear, that the goods described in the entry now delivered by me to the Collector of this District, are the identical goods mentioned in a transportation entry made at the Custom House at \_\_\_\_\_, by \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 186\_\_\_\_, and that said goods are the same in quality, quantity, value, and package, wastage and damage excepted, as at the time of original importation. So help me God.

Sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 18\_\_\_\_, before me. }  
\_\_\_\_\_, Deputy Collector. }

**Note.**—The foregoing Form is used when the importer of goods arriving in bond from an American port, wishes to pay duty upon them immediately. The entry must be made out in duplicate.

No. 357.

BLANK PUBLISHED.

Export Entry of Merchandise for the Benefit of Drawback.

Entry of merchandise intended to be exported by \_\_\_\_\_, on board the \_\_\_\_\_, whereof \_\_\_\_\_.



is Master, for \_\_\_\_\_, for the benefit of drawback; which were imported into the District of San Francisco, Cal., on the \_\_\_\_\_ day of \_\_\_\_\_, 18 \_\_\_\_\_, by \_\_\_\_\_ in the \_\_\_\_\_ from \_\_\_\_\_, 18 \_\_\_\_\_.

INTERNAL REVENUE STAMP.										

OATH OF IMPORTER, WHEN OTHER THAN EXPORTER.

I, \_\_\_\_\_, do solemnly, sincerely, and truly \_\_\_\_\_ that the goods specified in the foregoing entry, as imported by \_\_\_\_\_, in the \_\_\_\_\_, whereof \_\_\_\_\_ was Master, from \_\_\_\_\_; that they were duly entered by \_\_\_\_\_, at the Custom House at this port, and the duties thereon paid; that they are the same in quantity, quality, and package, necessary or unavoidable wastage or damage only excepted, at the time of sale to \_\_\_\_\_, as at the time of importation. So help me God.

to before me, this \_\_\_\_\_ day of \_\_\_\_\_, 18 \_\_\_\_\_.

\_\_\_\_\_, Deputy Collector. }

## EXPORTER'S OATH, WHEN OTHER THAN IMPORTER.

I, \_\_\_\_\_, do solemnly, sincerely, and truly \_\_\_\_\_ that the goods specified in the annexed entry were purchased by \_\_\_\_\_, of \_\_\_\_\_; that they are now actually laden on board the \_\_\_\_\_, whereof \_\_\_\_\_ is Master, and were at the time of such lading, and are now, the same in quantity, quality, and package, necessary and unavoidable wastage and damage only excepted, and value as at the time of purchase, and that they are truly intended to be exported by \_\_\_\_\_, in the said vessel, to the Port of \_\_\_\_\_, and are not intended to be re-landed within the limits of the United States. So help me God.

to before me, this \_\_\_\_\_ day of \_\_\_\_\_, 18 \_\_\_\_.

\_\_\_\_\_, Deputy Collector. }

## OATH OF EXPORTER WHO WAS ORIGINAL IMPORTER.

I, \_\_\_\_\_, do solemnly, sincerely, and truly \_\_\_\_\_ that the goods specified in the annexed entry were imported by \_\_\_\_\_, in the \_\_\_\_\_, whereof \_\_\_\_\_ was Master, from \_\_\_\_\_; that they were duly entered by \_\_\_\_\_, at the Custom House of this port, and the duties thereon paid; that they are the same in quantity, quality, and package, necessary or unavoidable wastage or damage only excepted, as at

the time of importation, and are now actually laden on board the \_\_\_\_\_, whereof \_\_\_\_\_, is Master, and that they are truly intended to be exported by \_\_\_\_\_, in the said vessel, to the Port of \_\_\_\_\_, and are not intended to be re-landed within the limits of the United States. So help me God. \_\_\_\_\_ to before me, this \_\_\_\_\_ day of \_\_\_\_\_, 18 . } \_\_\_\_\_, Deputy Collector.

FORM 116.

No. 358.

BLANK PUBLISHED.

# Re-Warehousing Entry.

Entry of merchandise intended to be re-warehoused by \_\_\_\_\_, which was imported into the Port of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 18 , and withdrawn \_\_\_\_\_, for transportation to this District, \_\_\_\_\_ SAN FRANCISCO, 18 .

Marks.	Numbers.	Packages and Contents.	Quantity.	Per cent.	Per cent.	Per cent.	Total.	Deftiable Value of each Package.
INTERNAL REVENUE STAMP.								

OATH.—FORM 117.

DISTRICT OF SAN FRANCISCO:

I, \_\_\_\_\_, do solemnly, sincerely, and truly swear, that the goods described in the entry now delivered



## DISTRICT AND PORT OF SAN FRANCISCO :

## CONSIGNEE, IMPORTER, OR AGENT'S OATH.

I, \_\_\_\_\_, do solemnly and truly swear, that the invoice and bill of lading, now produced by me to the Collector of San Francisco, are the true and only invoice and bill of lading by me received, of all the goods, wares, and merchandise imported in the \_\_\_\_\_, whereof \_\_\_\_\_ is Master, from \_\_\_\_\_, for account of any person whomsoever, for whom I am authorized to enter the same; that the said invoice and bill of lading are in the state in which they were actually received by me, and that I do not know or believe in the existence of any other invoice or bill of lading of the said goods, wares, and merchandise; that the entry now delivered to the Collector, contains a just and true account of the said goods, wares, and merchandise, according to the said invoice and bill of lading; that nothing has been, on my part, nor, to my knowledge, on the part of any other person, concealed or suppressed, whereby the United States may be defrauded of any part of the duty lawfully due on the said goods, wares, and merchandise; that the said invoice, and the declaration thereon, are in all respects true, and were made by the person by whom the same purport to have been made; and that if, at any time hereafter, I discover any error in the said invoice, or in the account now rendered of the said goods, wares, and merchandise, or receive any other invoice of the same, I will immediately make the same known to the Collector of this District. And I do further solemnly and truly swear that, to the best of my knowledge and belief, \_\_\_\_\_ the owner of the goods, wares, and merchandise, mentioned in the annexed entry; that the invoice now produced by me exhibits the actual cost, or fair market value, at \_\_\_\_\_ of the said goods, wares, and merchandise, all charges thereon, and no other or different discount, bounty, or drawback, but such as has been actually allowed on the same.

Sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 186\_\_\_\_, before me. }  
 \_\_\_\_\_, Deputy Collector. }



## OWNER'S OATH.

In cases where Goods, Wares, or Merchandise have been actually purchased.

I, \_\_\_\_\_, do solemnly and truly swear, that the entry now delivered by me to the Collector of San Francisco, contains a just and true account of all the goods, wares, and merchandise, imported by, or consigned to \_\_\_\_\_, in the \_\_\_\_\_, whereof \_\_\_\_\_ is Master, from \_\_\_\_\_, that the invoice which I now produce contains a just and faithful account of the actual cost of the said goods, wares, and merchandise, of all charges thereon, including charges of purchasing, carriages, bleaching, dyeing, dressing, finishing, putting up, and packing, and no other discount, drawback, or bounty, but such as has been actually allowed on the same; that I do not know nor believe in the existence of any invoice or bill of lading, other than those now produced by me; that they are in the state in which I actually received them; that the said invoice and the declaration thereon, are in all respects true, and were made by the person by whom the same purport to have been made. And I do further solemnly and truly swear, that I have not, in the said entry or invoice, concealed or suppressed any thing whereby the United States may be defrauded of any part of the duty lawfully due on said goods, wares, and merchandise; and that if, at any time hereafter, I discover any error in the said invoice, or in the account now produced of the said goods, wares, and merchandise, or receive any other invoice of the same, I will immediately make the same known to the Collector of this District.

Sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 186 \_\_\_\_\_, before me. }  
 \_\_\_\_\_, Deputy Collector.

I, \_\_\_\_\_, do solemnly and truly swear, that the goods, wares, and merchandise described in the within entry, now delivered by me to the Collector of the Customs for the Port of San Francisco, are truly intended to be exported by me to the Port of \_\_\_\_\_, without the limits of the United States, and are not intended to be re-landed within the limits of the United States. I further swear, that, to the best of my

knowledge and belief, the said goods, wares, and merchandise, are the same in quality, quantity, value, and package, wastage and damage excepted, as at the time of importation. So help me God.  
 Sworn to this day of \_\_\_\_\_, 186 , before me. }  
 \_\_\_\_\_, Deputy Collector. }

**Note.**—This Form is used when the importer of goods arriving from a foreign port, wishes to export them immediately by another or the same vessel. He may also let them go to an unclaimed warehouse, and wait for a suitable vessel wherein to export.

No. 360.

BLANK PUBLISHED.

### Export Entry from Port of Original Importation.

Entry of merchandise intended to be withdrawn from warehouse by \_\_\_\_\_, and to be exported by  
 him in the Master, for which was imported into this District by \_\_\_\_\_, in  
 the Master, from \_\_\_\_\_, on the \_\_\_\_\_, 186 .  
 \_\_\_\_\_, SAN FRANCISCO, \_\_\_\_\_, 186 .

Marks.	Numbers.	Packages and Contents.	Quantity.	Per cent.	Per cent.	Per cent.	Total.	Dutiable Value of each Package.
<div>INTERNAL REVENUE STAMP.</div>								

“ \_\_\_\_\_ authorize \_\_\_\_\_ to withdraw from warehouse the goods described on this entry.” \_\_\_\_\_.

## DISTRICT AND PORT OF SAN FRANCISCO:

I, \_\_\_\_\_, do solemnly, sincerely, and truly swear that the goods, wares, and merchandise described in the within entry, now delivered by me to the Collector of the Customs for the Port of San Francisco, are truly intended to be exported by me to the Port of \_\_\_\_\_, without the limits of the United States, and are not intended to be re-landed within the limits of the United States. I further swear that, to the best of my knowledge and belief, the said goods, wares, and merchandise are the same in quality, quantity, value, and package, wastage and damage excepted, as at the time of importation. So help me God.

Sworn to this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 186 \_\_\_\_\_, before me. }  
 \_\_\_\_\_, Collector. }

**Note.**—This Form is used when goods in bond are to be exported to a foreign country.

No. 361.

BLANK PUBLISHED.

## Withdrawal Entry for Consumption at Port of Original Importation.

Entry of merchandise intended to be withdrawn from warehouse by \_\_\_\_\_, which was imported into this District on the \_\_\_\_\_, 186 \_\_\_\_\_, by \_\_\_\_\_, from \_\_\_\_\_.

Marks.	Nos. Packages and Contents.	Quantities.
INTERNAL REVENUE STAMP.		

to withdraw from warehouse the goods described in this entry.

**Note.**—The Foregoing Form is used when goods are to be withdrawn from bond for consumption.

No. 362.

BLANK PUBLISHED.

## Warehouse Entry.

No. of Manifest.

Date of Arrival.

No. of Entry.

## Entry of merchandise imported on the

is Master, from

[illegible]

## DISTRICT AND PORT OF SAN FRANCISCO :

## CONSIGNEE, IMPORTER, OR AGENT'S OATH.

I, \_\_\_\_\_, do solemnly and truly swear that the invoice and bill of lading now produced by me to the Collector of San Francisco, are the true and only invoice and bill of lading by me received, of all the goods, wares, and merchandise imported in the \_\_\_\_\_, whereof \_\_\_\_\_ is Master, from \_\_\_\_\_ for account of any person whomsoever, for whom I am authorized to enter the same; that the said invoice and bill of lading are in the state in which they were actually received by me, and that I do not know or believe in the existence of any other invoice or bill of lading of the said goods, wares, and merchandise; that the entry now delivered to the Collector, contains a just and true account of the said goods, wares, and merchandise, according to the said invoice and bill of lading; that nothing has been, on my part, nor, to my knowledge, on the part of any other person, concealed or suppressed, whereby the United States may be defrauded of any part of the duty lawfully due on the said goods, wares, and merchandise; that the said invoice and the declaration thereon are in all respects true, and were made by the person by whom the same purport to have been made; and that if, at any time hereafter, I discover any error in the said invoice, or in the account now tendered of the said goods, wares, and merchandise, or receive any other invoice of the same, I will immediately make the same known to the Collector of this District. And I do further solemnly and truly swear that, to the best of my knowledge and belief, \_\_\_\_\_ the owner of the goods, wares, and merchandise, mentioned in the annexed entry; that the invoice now produced by me exhibits the actual cost, or fair market value, at \_\_\_\_\_ of the said goods, wares, and merchandise, all charges thereon, and no other or different discount, bounty, or drawback, but such as has been actually allowed on the same.

Sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 186\_\_\_\_, before me. }  
 \_\_\_\_\_, Deputy Collector. }  
 \_\_\_\_\_, Naval Officer.



## OWNER'S OATH.

In cases where goods, wares, or merchandise have been actually purchased.

I, \_\_\_\_\_, do solemnly and truly swear that the entry now delivered by me to the Collector of San Francisco, contains a just and true account of all the goods, wares, and merchandise, imported by, or consigned to \_\_\_\_\_, in the \_\_\_\_\_, whereof \_\_\_\_\_ is Master, from \_\_\_\_\_; that the invoice which I now produce contains a just and faithful account of the actual cost of the said goods, wares, and merchandise, of all charges thereon, including charges of purchasing, carriages, bleaching, dyeing, dressing, finishing, putting up, and packing, and no other discount, drawback, or bounty, but such as has been actually allowed on the same; that I do not know nor believe in the existence of any invoice or bill of lading, other than those now produced by me; that they are in the state in which I actually received them; that the said invoice and the declaration thereon are in all respects true, and were made by the person by whom the same purport to have been made. And I do further solemnly and truly swear that I have not, in the said entry or invoice, concealed or suppressed any thing whereby the United States may be defrauded of any part of the duty lawfully due on said goods, wares, and merchandise; and that if, at any time hereafter, I discover any error in the said invoice, or in the account now produced of the said goods, wares, and merchandise, or receive any other invoice of the same, I will immediately make the same known to the Collector of this District.

Sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 186 \_\_\_\_\_, before me. }  
 \_\_\_\_\_, Deputy Collector. }  
 \_\_\_\_\_, Naval Officer.

**Note.**—This Form is used when an importer wishes to bond any portion or the whole of an invoice of goods, to be withdrawn at some future period.

The entry must be in quadruplicate for liquors and teas;—in triplicate for dry goods and other merchandise.

No. 363.

BLANK PUBLISHED.

Inward Entry of Merchandise, of the Growth, Produce, or Manufacture of the United States, returned from a Foreign Port.

Entry of merchandise imported by \_\_\_\_\_, in the \_\_\_\_\_, from \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 18 \_\_\_\_\_, by \_\_\_\_\_, in the \_\_\_\_\_, which had been exported from \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 18 \_\_\_\_\_, by \_\_\_\_\_, bound for \_\_\_\_\_.

Marka	Numbers.	Packages and Contents.	Value.
<div style="border: 1px solid black; padding: 5px; text-align: center;"> INTERNAL REVENUE STAMP. </div>			

I, \_\_\_\_\_, do solemnly, sincerely, and truly \_\_\_\_\_, that the several articles of merchandise mentioned in the entry hereunto annexed, are, to the best of my knowledge and belief, truly and *bonâ fide*, of the growth, production, or manufacture of the United States, and that they were truly exported and imported as therein expressed, and that no drawback, bounty, or allowance has been paid or admitted thereon, or any part thereof. So help me God.

Sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, 18 \_\_\_\_\_.

\_\_\_\_\_, Deputy Collector. }

**Note.**—The foregoing Form is used to enter goods of American origin returned from a foreign port in original packages. A certified extract of outward foreign manifest of port of shipment has to be presented upon making entry; also a certificate of the United States Consul at the last foreign port of shipment as to the identification of goods.

No. 364.

BLANK PUBLISHED.

# Inward Entry.

Inward entry of household effects, imported at the Port of San Francisco, California, by  
in the \_\_\_\_\_, Master, on the \_\_\_\_\_ day of \_\_\_\_\_, 186 \_\_\_\_\_,

<div data-bbox="464 1407 609 1503" data-label="Text"> <p>INTERNAL REVENUE STAMP.</p> </div>				
---	--	--	--	--

I, \_\_\_\_\_, do solemnly swear that the articles of household effects named in the within entry are old, and have been in the use of \_\_\_\_\_, for the period of one year, and now accompany to the United States of America, being imported for the use of \_\_\_\_\_ exclusively, and not intended for sale. So help me God.

Sworn to before me, \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 186 \_\_\_\_\_.

\_\_\_\_\_, Deputy Collector. }

No. 365.

BLANK PUBLISHED.

Inward Entry.

Inward entry of products of the American Whale Fisheries, imported by \_\_\_\_\_, in the  
Master, on the \_\_\_\_\_ day of \_\_\_\_\_, 186\_\_\_\_, from \_\_\_\_\_.

<div style="border: 1px solid black; padding: 2px; text-align: center;"> <small>INTERNAL REVENUE STAMP.</small> </div>				
--	--	--	--	--

I, \_\_\_\_\_, Master of the \_\_\_\_\_, do solemnly swear that, to the best of my knowledge and belief, the articles named in the within entry are *bonâ fide* products to the American Whale Fisheries, having been \_\_\_\_\_.

Sworn to before me, \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 186\_\_\_\_. }  
Deputy Collector.

No. 366.

Baggage Entry.

Entry made by \_\_\_\_\_, of baggage, being the property of \_\_\_\_\_, imported in the  
whereof \_\_\_\_\_ is Master, from \_\_\_\_\_.

NOTE.—The Inspector will open and examine each package, and see that nothing but wearing apparel (not intended for sale) is permitted.

SEE THE OATH BELOW.

DISTRICT AND PORT OF SAN FRANCISCO:

I, \_\_\_\_\_, do solemnly, sincerely, and truly swear, that, to the best of my knowledge and belief, the above contain no goods, wares, or merchandise, whatever, other than wearing apparel and other personal baggage, and the tools of trade, all of which are the property of \_\_\_\_\_, who have arrived in the United States, in the said vessel from \_\_\_\_\_, and are not directly or indirectly imported for any other person or persons, or intended for sale. So help me God.

Sworn and subscribed this \_\_\_\_\_ day of \_\_\_\_\_, in the year 186\_\_\_\_, before me. }  
 \_\_\_\_\_, Deputy Collector. }

Permission is hereby given to land baggage mentioned in the above entry.  
 To the Inspector on board of \_\_\_\_\_.

\_\_\_\_\_, Naval Officer.

\_\_\_\_\_, Deputy Collector.



No. 367.

BLANK PUBLISHED.

Transportation Entry from one Port to another in the United States.

Entry of merchandise intended to be withdrawn from warehouse by \_\_\_\_\_, for transportation to \_\_\_\_\_, 186\_\_\_\_, by \_\_\_\_\_, in the \_\_\_\_\_, Master, from \_\_\_\_\_, SAN FRANCISCO, \_\_\_\_\_, 186\_\_\_\_.

Marks.	No.	Packages and Contents.	Quantity.	Percent.	Percent.	Total.	Debitable Value of each Package.
INTERNAL REVENUE STAMP.							

"I authorize \_\_\_\_\_ to withdraw from warehouse the goods described in this entry."

Amount of duties, \$ \_\_\_\_\_, at \_\_\_\_\_ per cent., \$ \_\_\_\_\_.

**Note.**—This entry to be made in triplicate; the triplicate copy to be forwarded by the Collector of the port of withdrawal to the Collector of port where destined.

DISTRICT OF SAN FRANCISCO, PORT OF SAN FRANCISCO:

I do solemnly, sincerely, and truly swear that the goods, wares, and merchandise, described in the within entry, now delivered by me to the Collector of the Customs for the port of San Francisco, are truly intended to be transported in bond by me to the port of \_\_\_\_\_, and delivered to the Collector of said port, according to the provisions of the warehousing laws, and the regulations of the Secretary of the Treasury.—

So help me God.

Sworn to this \_\_\_\_\_ day of \_\_\_\_\_, before me,

\_\_\_\_\_, Collector

No. 368.

BLANK PUBLISHED.

Inward Foreign Entry.

Entry of merchandise imported by \_\_\_\_\_, whereof  
 is Master, \_\_\_\_\_, from \_\_\_\_\_, 186 .  
 SAN FRANCISCO,

Marks.	Nos.	Packages.	Packages and Contents.	Quantity.	Value	Free.	Total.
<div>INTERNAL REVENUE STAMP.</div>							

## DISTRICT AND PORT OF SAN FRANCISCO:

## CONSIGNEE, IMPORTER, OR AGENT'S OATH.

I, \_\_\_\_\_, do solemnly and truly swear, that the invoice and bill of lading now produced by me to the Collector of San Francisco, are the true and only invoice and bill of lading by me received, of all the goods, wares, and merchandise imported in the \_\_\_\_\_, whereof \_\_\_\_\_ is Master, from \_\_\_\_\_, for account of any person whomsoever, for whom I am authorized to enter the same; that the said invoice and bill of lading are in the state in which they were actually received by me, and that I do not know or believe in the existence of any other invoice or bill of lading of the said goods, wares, and merchandise; that the entry now delivered to the Collector, contains a just and true account of the said goods, wares, and merchandise, according to the said invoice and bill of lading; that nothing has been, on my part, nor, to my knowledge, on the part of any other person, concealed or suppressed, whereby the United States may be defrauded of any part of the duty lawfully due on the said goods, wares, and merchandise; that the said invoice and the declaration thereon are in all respects true, and were made by the person by whom the same purport to have been made; and that if, at any time hereafter, I discover any error in the said invoice, or in the account now tendered of the said goods, wares, and merchandise, or receive any other invoice of the same, I will immediately make the same known to the Collector of this District. And I do further solemnly and truly swear, that, to the best of my knowledge and belief, \_\_\_\_\_ the owner of the goods, wares, and merchandise, mentioned in the annexed entry; that the invoice now produced by me exhibits the actual cost, or fair market value, at \_\_\_\_\_, of the said goods, wares, and merchandise, all charges thereon, and no other or different discount, bounty, or drawback, but such as has been actually allowed on the same. \_\_\_\_\_.

Sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 186 \_\_\_\_\_, before me. }  
 \_\_\_\_\_, Deputy Collector. }

\_\_\_\_\_, Naval Officer.

## OWNER'S OATH.

In cases where goods, wares, or merchandise have been actually purchased.

I, \_\_\_\_\_, do solemnly and truly swear, that the entry now delivered by me to the Collector of San Francisco, contains a just and true account of all the goods, wares, and merchandise, imported by, or consigned to \_\_\_\_\_, in the \_\_\_\_\_, whereof \_\_\_\_\_ is Master, from \_\_\_\_\_; that the invoice which I now produce contains a just and faithful account of the actual cost of the said goods, wares, and merchandise, of all charges thereon, including charges of purchasing, carriages, bleaching, dyeing, dressing, finishing, putting up, and packing, and no other discount, drawback, or bounty, but such as has been actually allowed on the same; that I do not know nor believe in the existence of any invoice or bill of lading other than those now produced by me; that they are in the state in which I actually received them; that the said invoice and the declaration thereon are in all respects true, and were made by the person by whom the same purport to have been made. And I do further solemnly and truly swear, that I have not in the said entry or invoice concealed or suppressed any thing whereby the United States may be defrauded of any part of the duty lawfully due on said goods, wares, and merchandise; and that if at any time hereafter I discover any error in the said invoice, or in the account now produced of the said goods, wares, and merchandise, or receive any other invoice of the same, I will immediately make the same known to the Collector of this District.

Sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 186 \_\_\_\_\_, before me. }  
 \_\_\_\_\_, Deputy Collector.

\_\_\_\_\_, Naval Officer.

I, \_\_\_\_\_, do solemnly, sincerely, and truly swear, that I have not received, nor do I know of the existence of any \_\_\_\_\_ invoice of the goods contained in the within entry, and that it is not within

my knowledge of any invoice having been received of said goods, wares, or merchandise, by any other person. \_\_\_\_\_ day of \_\_\_\_\_, 186 , before me. }  
 Sworn to this \_\_\_\_\_, Deputy Collector. \_\_\_\_\_, Naval Officer.

FORM No. 32.

No. 369.

BLANK PUBLISHED.

Warehouse Entry and Transportation in the United States.

Entry of merchandise imported on the \_\_\_\_\_, 186 , by \_\_\_\_\_, in the \_\_\_\_\_, whereof \_\_\_\_\_, for warehouse and for transportation in bond to \_\_\_\_\_, 186 .  
 SAN FRANCISCO,

Marks.	Num- bers.	Packages and Contents.	Quantity	Value.	Per cent.	Per cent.	Per cent.	Per cent.	Per cent.	Total.	Dutiable Value of each Package.
INTERNAL REVENUE STAMP.											

DISTRICT AND PORT OF SAN FRANCISCO:

CONSIGNEE, IMPORTER, OR AGENT'S OATH.

I, \_\_\_\_\_, do solemnly and truly swear, that the invoice and bill of lading now presented by me



to the Collector of San Francisco, are the true and only invoice and bill of lading by me received, of all the goods, wares, and merchandise imported in the \_\_\_\_\_, whereof \_\_\_\_\_ is Master, from \_\_\_\_\_ for account of any person whomsoever, for whom I am authorized to enter the same; that the said invoice and bill of lading are in the state in which they were actually received by me, and that I do not know nor believe in the existence of any other invoice or bill of lading of the said goods, wares, and merchandise; that the entry now delivered to the Collector, contains a just and true account of the said goods, wares, and merchandise, according to the said invoice and bill of lading; and that nothing has been, on my part, nor, to my knowledge, on the part of any other person, concealed or suppressed, whereby the United States may be defrauded of any part of the duty lawfully due on the said goods, wares, and merchandise; and that if, at any time hereafter, I discover any error in the said invoice, or in the account now rendered of the said goods, wares, and merchandise, or receive any other invoice of the same, I will immediately make the same known to the Collector of this District. And I do further solemnly and truly swear that, to the best of my knowledge and belief, \_\_\_\_\_ the owner of the goods, wares, and merchandise, mentioned in the annexed entry; that the invoice now produced by me exhibits the actual cost, or fair market value, at the time and place when and where procured of the said goods, wares, and merchandise, all the charges thereon, and no other or different discount, bounty, or drawback, but such as has been actually allowed on the same.

Sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 186\_\_\_\_, before me. }  
 \_\_\_\_\_, Deputy Collector. }

OWNER'S OATH.

I, \_\_\_\_\_, do solemnly and truly swear, that the entry now delivered by me to the Collector of San Francisco, contains a just and true account of all the goods, wares, and merchandise, imported by, or consigned to \_\_\_\_\_, in the \_\_\_\_\_, whereof \_\_\_\_\_ is Master, from \_\_\_\_\_; that the invoice which I now produce contains a just and faithful account of the actual cost of the said goods,



## Order for Inspection and Marking.

PORT OF SAN FRANCISCO, CAL., {  
18 . }

To the Surveyor :

You will inspect, by yourself or Deputy, the following described articles of merchandise, claimed to have been manufactured or produced in the United States, and upon which the duty or tax is claimed to have been under the Acts to provide Internal Revenue, viz. :

Marks.	Numbers.	Number and Description of Articles.

Entered for exportation by \_\_\_\_\_, in the \_\_\_\_\_, whereof \_\_\_\_\_ is Master, for \_\_\_\_\_, and now deposited at \_\_\_\_\_; and if the same be found as represented, mark each article or package thereof as required by the regulations, and make report forthwith to this office.

Fee .

\_\_\_\_\_, Collector.

Inspector

will inspect, sample, if feasible, and mark the above-described articles.

\_\_\_\_\_, Surveyor.

PORT OF SAN FRANCISCO, }  
 , 18 . }

I certify, that I have examined the merchandise described in the within order, viz: \_\_\_\_\_, and  
 find it to be \_\_\_\_\_ samples taken. \_\_\_\_\_, Inspector.

APPRAISER'S OFFICE, 18 .  
 I certify that the samples submitted for my inspection by the Surveyor, as representing the merchandise  
 described in the above order, are \_\_\_\_\_, Appraiser.

SURVEYOR'S OFFICE, 18 .  
 Samples of merchandise specified in the above order have been examined, and it is found to be \_\_\_\_\_, Surveyor.

No. 371.

### Application for Inspection.

COLLECTION DISTRICT OF  
 , 186 , }

To \_\_\_\_\_, Inspector of Steamboats for the First District.

SIR:—The undersigned applies to have the steamer \_\_\_\_\_, of \_\_\_\_\_, inspected under the provisions  
 of an Act of Congress relating to Steamboats, approved August 30th, 1852: to run \_\_\_\_\_.

\_\_\_\_\_, Master or Owner.









Manifest via \_\_\_\_\_. (Duplicate.)  
 Manifest of merchandise shipped by \_\_\_\_\_, on board the \_\_\_\_\_, Master, for  
 intended to be transported, via the Isthmus of \_\_\_\_\_, to \_\_\_\_\_, \_\_\_\_\_  
 18\_\_.

Marks.	Numbers.	Number of Articles.	Articles.	Value of Articles of Domestic Origin.	Value of Articles of Foreign Origin.

CUSTOM HOUSE, COLLECTOR'S OFFICE, 186\_\_.

I certify the above to be a true copy of the original manifest, on file in this office, containing  
 articles; \_\_\_\_\_ and that the duties on the foreign merchandise have been duly paid.  
 \_\_\_\_\_, Collector.

Port of \_\_\_\_\_:  
 I, \_\_\_\_\_, Consul for the United States for the Port of \_\_\_\_\_,  
 the goods named in the within manifest have been duly landed at this port, from \_\_\_\_\_.

Port of \_\_\_\_\_:  
 I, \_\_\_\_\_, Consul of the United States for the Port of \_\_\_\_\_,  
 goods named in the within manifest have been duly laden at this port, on board \_\_\_\_\_,  
 bound to \_\_\_\_\_.

District of \_\_\_\_\_:  
 I, \_\_\_\_\_, District of \_\_\_\_\_, Port of \_\_\_\_\_,  
 solemnly, sincerely, and truly swear, that the within manifest contains a full, just, and

true account of all the goods, wares, and merchandise shipped by \_\_\_\_\_, on board the within-named vessel; and that the quantities and values of each article are truly stated according to their actual cost, or the values which they truly bear in this port at this time. And I further swear, that the said merchandise is truly intended to be exported to \_\_\_\_\_.

Sworn to \_\_\_\_\_, 186\_\_\_\_, before me. }  
 \_\_\_\_\_, Collector. }

No. 374.

BLANK PUBLISHED.

# Manifest of Cargo.—Imported in a Vessel of the United States.

Report and manifest of cargo laden on board the \_\_\_\_\_, whereof \_\_\_\_\_ is master, which cargo was taken on board at \_\_\_\_\_, burthen \_\_\_\_\_ tons, built at \_\_\_\_\_, in the State of \_\_\_\_\_, and owned by \_\_\_\_\_, as per register granted at \_\_\_\_\_, the day of \_\_\_\_\_, and bound for \_\_\_\_\_.

Marks.	Nos. Inclusive.	Packages and Contents.	By whom shipped.	To whom consigned, or if to order.	Place of Consignee's Residence	Place of Destination.
INTERNAL REVENUE STAMP.						

## SHIPMASTER'S OATH ON ENTERING A VESSEL.

I, \_\_\_\_\_, do solemnly, sincerely, and truly swear, that the report and manifest subscribed with my

name, and now delivered by me to the Collector of the District of San Francisco, contains, to the best of my knowledge and belief, a just and true account of all the goods, wares, and merchandise, including packages of every kind and nature whatsoever, which were on board the \_\_\_\_\_ at the time of her sailing from the Port of \_\_\_\_\_, or which have been laden or taken on board at any time since; and that the packages of the said goods are as particularly described as in the bills of lading, signed for the same by me, or with my knowledge, that I am at present, and have been during the voyage, master of the said vessel; that no package whatsoever, or any goods, wares, or merchandise, have been unladen, taken out, or in any manner whatever removed from on board the said \_\_\_\_\_ since her departure from the said Port of \_\_\_\_\_, except such as are now particularly specified and declared in the abstract account herewith; and that the clearance and other papers now delivered by me to the Collector, are all that I now have or have had, that in any way relate to the cargo of the said vessel. And I do further swear, that the several articles specified in the said manifest as the sea-stores of the cabin and vessel, are truly such, and were *bonâ fide* put on board the said \_\_\_\_\_ for the use of the officers, crew, and passengers thereof, and have none of them been brought, and are not intended, by way of merchandise, or for sale, or for any other purpose than above mentioned, and are intended to remain on board for the consumption of the said officers and crew. I further swear, that if I shall hereafter discover or know of any other or greater quantity of goods, wares, and merchandise, of any nature or kind whatsoever, than are contained in the report and manifest subscribed and now delivered by me, I will immediately and without delay make due report thereof to the Collector of the Port or District of San Francisco. And I do likewise swear, that all matters whatsoever in the said report and manifest expressed, are, to the best of my knowledge and belief, just and true. I further swear, that the Boarding Officer of the Customs has applied for an inspection of the manifest of the cargo on board the said vessel, and that his certificate or endorsement has been delivered to me on said manifest of such cargo. I further swear, that I have delivered to the Postmaster of this place, all letters directed to any person or persons within the United States, or the territories thereof,



which, under my care, or within my power, were brought in the within-named vessel, which I command, except such as are directed to the owners or consignees of said vessel. I further swear, that the said sailed from the Port of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 186 \_\_\_\_\_. So help me God

Sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 186\_\_\_\_, before me. }  
 \_\_\_\_\_, Deputy Collector. }

**NOTICE.**—If any articles of the outward cargo are brought back, they are to be detailed, specified by whom shipped outward, and to whom consigned inward. The names of all passengers, distinguishing whether cabin or steerage passengers, with the description and number of packages containing their baggage, or the tools or implements of a mechanical trade, and the vessel and cabin stores, must also be inserted in the manifest.

No. 375.

BLANK PUBLISHED,

## Coasting Manifest.

Manifest of the whole cargo on board the	, whereof	is master, burthen
tons, bound from	, for	.

18

Names of Shippers.	Residence of Shippers.	Marks and Numbers.	No. of Entries.	Packages with their Contents.	Value. Dollars.      Cents.	Names of Consignees.	Residence of Consignees.

I, \_\_\_\_\_, do \_\_\_\_\_ the within is a true manifest of the whole cargo of the said \_\_\_\_\_, and that such goods, wares, and merchandise, of a foreign manufacture, as therein specified, were legally imported, and the duties thereupon have been duly paid, or secured to be paid, according to law.

Custom House, \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 186 \_\_\_\_\_.

I certify that the above \_\_\_\_\_ was taken and subscribed before me, }  
and a duplicate delivered according to law. \_\_\_\_\_, Collector.

DISTRICT AND PORT OF \_\_\_\_\_, day of \_\_\_\_\_, 186 \_\_\_\_\_, articles  
having sworn as the law directs to the within manifest, consisting of \_\_\_\_\_ articles  
of entry, and delivered a duplicate thereof, permission is hereby granted to the said \_\_\_\_\_ to  
proceed to \_\_\_\_\_

Given under my hand, at the Custom House of \_\_\_\_\_, the day }  
and year above written. \_\_\_\_\_, Collector.

#### DISTRICT AND PORT OF SAN FRANCISCO :

##### OATH OF MASTER ON ENTERING COASTWISE.

I, \_\_\_\_\_, Master of the \_\_\_\_\_, do solemnly swear, that there was not, when I sailed from the District of \_\_\_\_\_, nor has been since, nor now is, any more or other goods, wares, or merchandise, of foreign growth or manufacture, or distilled spirits (other than sea-stores), than is stated in the manifest of the \_\_\_\_\_, now produced by me. I do further swear, that I have delivered to the Postmaster of this place all the letters directed to any person or persons within the United States or the Ter-

ritories thereof, which, under my care, or within my power, were brought in the within-named vessel, which I command, except such as are directed to the owner or consignee of said vessel.

Sworn to before me, this      day of      , 186      .

No. 376.

BLANK PUBLISHED.

## Shipper's Manifest.

Manifest of all the goods, wares, merchandise, or specie shipped by \_\_\_\_\_, on board the \_\_\_\_\_, whereof \_\_\_\_\_ is Master, bound for the Port of \_\_\_\_\_.

SAN FRANCISCO, 1866.

[illegible]

I, \_\_\_\_\_, do solemnly swear, that the above manifest contains a full, just, and true account

of all the goods, wares, merchandise, and specie, of every kind, shipped by \_\_\_\_\_, on board the above-named vessel, and that the quantities and values of each article are truly stated, according to their actual cost, or the values which they truly bear in this port at this time. And I further swear, that the said merchandise is truly intended to be exported to \_\_\_\_\_ . So help me God.

Sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 186 \_\_\_\_\_, before me, }  
 \_\_\_\_\_, Collector. }

No. 377.

BLANK PUBLISHED.

## Outward Foreign Manifest.

Report and manifest of cargo laden at the port of \_\_\_\_\_, on board the \_\_\_\_\_, whereof \_\_\_\_\_ is master, bound for \_\_\_\_\_

Marks.	Numbers.	Packages and Contents.	Value.		Shippers.	Residence.	Consignees.	Residence.
			Dollars.	Cents.				
<div style="border: 1px solid black; padding: 5px; text-align: center;">           INTERNAL REVENUE STAMP.         </div>								

MANIFEST OATH ON OUTWARD CARGO.

DISTRICT AND PORT OF SAN FRANCISCO:

I, \_\_\_\_\_, Master or Commander of the \_\_\_\_\_, bound from the Port of \_\_\_\_\_ to \_\_\_\_\_

, do solemnly, sincerely, and truly swear, that the manifest of the cargo on board of the said  
 now delivered by me to the Collector of this District, and subscribed with my name, contains, according  
 to the best of my knowledge and belief, a full, just, and true account of all goods, wares, and merchandise  
 now actually laden on board the said vessel, and of the value thereof; and if any other goods, wares, or mer-  
 chandise shall be laden or put on board of the said , previous to her sailing from this port, I  
 will immediately report the same to the said Collector. I do also swear, that I verily believe the duties on all  
 the foreign merchandise therein specified have been paid or secured according to law, and that no part thereof  
 is intended to be re-landed within the United States; and that if, by distress or other unavoidable accident,  
 it should become necessary to re-land the same, I will forthwith make a just and true report thereof to the  
 Collector of the Customs of the District wherein such distress or accident may happen.

So help me God.

Sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 186\_\_\_\_, before me. }  
 \_\_\_\_\_, Deputy Collector.

**Note.**—The foregoing Form is used for vessels, either foreign or American, clearing for a foreign port. Every thing laden on board the vessel should be described.

No. 378.

BLANK PUBLISHED.

Mortgage of Licensed Vessel.

To all to whom these presents shall come, greeting:

Know ye, that \_\_\_\_\_ of the \_\_\_\_\_ or vessel called the \_\_\_\_\_, of the burthen of \_\_\_\_\_ tons or thereabouts, for and in consideration of the sum of \_\_\_\_\_ dollars, lawful money of the United \_\_\_\_\_



States, to in hand paid before the sealing and delivery of these presents by , the receipt whereof do hereby acknowledge and therewith fully satisfied, content, and paid, have bargained and sold, and by these presents do bargain and sell unto the said executors, administrators, and assigns of the said or vessel, together with of the mast , bowsprit, sails, boats, anchors, cables, and all other necessities thereunto appertaining and belonging. The certificate of license, of which said or vessel is as follows, to wit:

LICENSE OF A VESSEL UNDER TWENTY TONS.

To carry on the coasting trade for one year.

DISTRICT OF THE PORT OF

In pursuance of an Act of the Congress of the United States of America, entitled "An Act for Enrolling and Licensing Ships or Vessels to be employed in the Coasting Trade and Fisheries, and for regulating the same," approved February 18, 1793, and of "An Act to Regulate the Admeasurement of Tonnage of Ships and Vessels of the United States," approved May 6, 1804, having given bond that the called the , whereof the said is Master, burthen tons, hundredths, and measuring in length feet, breadth feet, depth feet, proof being had of her admeasurement , shall not be employed in any trade while this license shall continue in force, whereby the revenue of the United States shall be defrauded, and having also sworn that this license shall not be used for any other vessel, or for any other employment than is herein specified, license is hereby granted for the said to be employed in carrying on the coasting trade for one year from the date hereof, and no longer.

Given under our hands and seals of office, at the Port of , this day of , in the year one thousand eight hundred and sixty .  
 \_\_\_\_\_, Naval Officer. \_\_\_\_\_, Collector.

To have and to hold the said , of said , and appurtenances thereunto belonging unto the said executors, administrators, and assigns, to have the sole and only proper use, benefit, and behoof of the said executors, administrators, and assigns forever: And the said executors, administrators, and assigns do promise, covenant, and agree for promised, covenanted, and agreed, and by these presents do promise, covenant, and agree for executors, administrators, and assigns, to warrant and tors and administrators, to and with the said executors, administrators, and assigns, against all and every defend the said , of said , and all other before-mentioned appurtenances, against all and every person and persons whomsoever.

The foregoing bill of sale is intended as a mortgage to secure the payment of the sum of dollars, for which indebted to the said , according to the tenor and effect of certain which in the words and figures following, to wit:

Now the condition of the foregoing bill of sale is such, that if the said shall well and truly pay, or cause to be paid, the said sum of dollars, at the time and in the manner and form hereinbefore expressed, to the said executors, administrators, and assigns, then this present instrument, and all estate, right, title, or interest hereby created, shall determine and be utterly null and void; but if default shall be made in the payment of the above-mentioned sum, or the interest thereof at the time the same is due and payable, then the said debt and the whole thereof shall be due, and the said executors, administrators, or assigns, are authorized and empowered to sell said ship or vessel, with all the appurtenances thereto belonging, at public or private sale, at option, or to apply to any court of competent jurisdiction for a foreclosure of this mortgage and the sale of the said vessel, her tackle, apparel, and furniture, and from the proceeds of such sale to pay and satisfy the amount of such demand, with the interest due thereon, and all costs, charges, and expenses incurred by the said or assigns, in or about

said sale and judicial proceedings , rendering the overplus, if any, to the said or to  
 heirs, executors, administrators, or assigns, on demand.

In witness whereof, have hereunto set hand and seal this day of A. D. 186 .

Signed, sealed, and delivered, in the presence of {  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

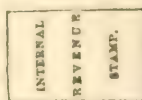
No. 379.

BLANK PUBLISHED.

### Mortgage of Registered Vessel.

To all to whom these presents shall come, greeting:

Know ye, that , owner of the , of the burthen  
 of tons or thereabouts, for and in consideration of the sum of dollars, lawful money of the  
 United States, to in hand paid before the sealing and delivery of these presents by , the  
 receipt whereof do hereby acknowledge and therewith fully satisfied, content, and paid,  
 have bargained and sold, and by these presents do bargain and sell unto the said execu-  
 tors, administrators, and assigns, of the said or vessel, together with of the  
 mast , bowsprit, sails, boats, anchors, cables, and all other necessities thereunto appertaining and  
 belonging. The certificate of registry, of which said or vessel is as follows, to wit:



No. —.

In pursuance of an Act of the Congress of the United States of America, entitled "An Act concerning the Registering and Recording of Ships or Vessels," approved December 31, 1792, and of "An Act to Regulate the Admeasurement of Tonnage of Ships and Vessels of the United States," approved May 6, 1864, having taken or subscribed the \_\_\_\_\_ required by the said acts, and having that only owner of the ship or vessel called the \_\_\_\_\_, of \_\_\_\_\_, whereof \_\_\_\_\_ is at present Master, and a citizen of the United States, and that the said ship or vessel was \_\_\_\_\_ : And having certified that said ship or vessel has \_\_\_\_\_ deck and \_\_\_\_\_ mast, and that her length is \_\_\_\_\_ feet, breadth \_\_\_\_\_ feet, depth \_\_\_\_\_ feet, height \_\_\_\_\_ feet, and that she measures \_\_\_\_\_ tons, and \_\_\_\_\_ hundredths, viz. :

	Tonnage.	160
Capacity under tonnage deck.....	.....	.....
Capacity between decks above tonnage deck.....	.....	.....
Enclosures on the upper deck, ..... Total tonnage.....	..... .....	..... .....

that she is \_\_\_\_\_ has \_\_\_\_\_ and \_\_\_\_\_ head, and the said \_\_\_\_\_ having agreed to the description and admeasurement above specified, and sufficient security having been given, according to the said act, the said \_\_\_\_\_ has been duly enrolled at the Port of \_\_\_\_\_.

Given under my hand and seal, at the Port of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, in the year one thousand eight hundred and sixty \_\_\_\_\_.

To have and to hold the said \_\_\_\_\_, of said \_\_\_\_\_, and appurtenances thereunto belonging unto



the said executors, administrators, and assigns, to have the sole and only proper use, benefit, and behoof of the said executors, administrators, and assigns forever: And the said ha promised, covenanted, and agreed, and by these presents do promise, covenant, and agree, for executors and administrators, to and with the said executors, administrators, and assigns, to warrant and defend the said , of said , and all other before-mentioned appurtenances, against all and every person and persons whomsoever.

The foregoing bill of sale is intended as a mortgage to secure the payment of the sum of dol-  
lars, for which indebted to the said according to the tenor and effect of certain which  
in the words and figures following, to wit:

Now the condition of the foregoing bill of sale is such, that if the said shall well and truly pay, or cause to be paid, the said sum of dollars, at the time and in the manner and form hereinbefore expressed, to the said executors, administrators, and assigns, then this present instrument, and all estate, right, title, or interest hereby created, shall determine and be utterly null and void; but if default shall be made in the payment of the above-mentioned sum, or the interest thereof at the time the same is due and payable, then the said debt and the whole thereof shall be due, and the said executors, administrators, or assigns, are authorized and empowered to sell said ship or vessel, with all the appurtenances thereto belonging, at public or private sale, at option, or to apply to any court of competent jurisdiction for a foreclosure of this mortgage and the sale of the said vessel, her tackle, apparel, and furniture, and from the proceeds of such sale to pay and satisfy the amount of such demand, with the interest due thereon, and all costs, charges, and expenses incurred by the said or assigns, in or about said sale and judicial proceedings rendering the overplus, if any, to the said or to heirs, executors, administrators, or assigns, on demand.



In witness whereof, have hereunto set  
Signed, sealed, and delivered, in the presence of

No. 380.

BLANK PUBLISHED.

## Mortgage of Enrolled Vessel.

To all to whom these presents shall come, greeting:

Know ye, that owner, of the or vessel called the , of the burthen of tons  
 or thereabouts, for and in consideration of the sum of dollars, lawful money of the United States, to  
 in hand paid before the sealing and delivery of these presents by the receipt  
 whereof do hereby acknowledge and therewith fully satisfied, content, and paid, have  
 bargained and sold, and by these presents do bargain and sell unto the said execu-  
 tors, administrators, and assigns, of the said or vessel, together with of the  
 mast, bowsprit, sails, boats, anchors, cables, and all other necessities thereunto appertaining and  
 belonging. The certificate of enrollment of which said or vessel is as follows, to wit:

No. 1.

## ENROLLMENT.

Permanent.

Enrollment in conformity to an Act of the Congress of the United States of America, entitled "An Act for Enrolling and Licensing Ships or Vessels to be employed in the Coasting Trade and Fisheries, and for

regulating the same," approved February 18, 1793, and of "An Act to regulate the Almeasurement of Tonnage of Ships and Vessels of the United States," approved May 6, 1864, having taken or subscribed the required by the said act, and having that citizen of the United States, sole owner of the ship or vessel called the , of , whereof is at present Master, and as he hath is a citizen of the United States, and that the said ship or vessel : And having certified that said ship or vessel has deck and mast , and that her length is 18 feet, breadth 10 feet, depth 16 feet, and that she measures tons, and hundredths, viz. :

	Tonnage.
Capacity under tonnage deck .....	17
Capacity between decks above tonnage deck.....	
Enclosures on the upper deck, ....	
Total tonnage.....	

that she is has and head, and the said having agreed to the description and admeasure- ment above specified, and sufficient security having been given, according to the said act, the said has been duly enrolled at the Port of .

Given under my hand and seal at the Port of , this day of , in the year one thousand eight hundred and sixty .

To have and to hold the said , of said , and appurtenances thereunto belonging unto the said executors, administrators, and assigns, to have the sole and only proper use, benefit, and

behoof of the said executors, administrators, and assigns forever: And the said ha promised, covenanted, and agreed, and by these presents do promise, covenant, and agree for executors and administrators, to and with the said executors, administrators, and assigns, to warrant and defend the said , of said , and all other before-mentioned appurtenances, against all and every person and persons whomsoever.

The foregoing bill of sale is intended as a mortgage to secure the payment of the sum of dol-  
lars, for which indebted to the said , according to the tenor and effect of certain  
which in the words and figures following, to wit:

Now the condition of the foregoing bill of sale is such, that if the said shall well and truly  
pay, or cause to be paid, the said sum of dollars, at the time and in the manner and form hereinbefore  
expressed, to the said executors, administrators, and assigns, then this present instrument, and all  
estate, right, title, or interest hereby created, shall determine and be utterly null and void; but if default shall  
be made in the payment of the above-mentioned sum, or the interest thereof at the time the same is due and  
payable, then the said debt and the whole thereof shall be due, and the said executors, administrators,  
or assigns, are authorized and empowered to sell said ship or vessel, with all the appurtenances  
thereto belonging, at public or private sale, at option, or to apply to any court of competent jurisdiction  
for a foreclosure of this mortgage and the sale of the said vessel, her tackle, apparel, and furniture, and from  
the proceeds of such sale to pay and satisfy the amount of such demand, with the interest due thereon, and all  
costs, charges, and expenses incurred by the said or assigns, in or about said sale and  
judicial proceedings rendering the overplus, if any, to the said or to heirs,  
executors, administrators, or assigns, on demand.



and are not intended by way of merchandise, or for sale, or for any other purpose than above mentioned, and are intended to remain on board for the consumption of the said officers and crew. I further swear that if I shall hereafter discover or know of any other or greater quantity of goods, wares, and merchandise, of any nature or kind whatsoever, than are contained in the report and manifest subscribed and now delivered by me, I will immediately and without delay make due report thereof to the Collector of the Port or District of San Francisco. And I do likewise swear, that all matters whatsoever in the said report and manifest expressed, are, to the best of my knowledge and belief, just and true. I further swear, that the boarding officer of the customs has applied for an inspection of the manifest of the cargo on board the said vessel, and that his certificate or endorsement has been delivered to me on said manifest of such cargo. I further swear that I have delivered to the Postmaster of this place all letters directed to any person or persons within the United States, or the Territories thereof, which under my care, or within my power, were brought in the within-named vessel which I command, except such as are directed to the owners or consignees of said vessel. So help me God.

And I further swear, that said \_\_\_\_\_ sailed from the Port of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 186 .

Sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 186 , }  
before me. \_\_\_\_\_, Deputy Collector.



## No. 382.

BLANK PUBLISHED.

No. ———, Oath of Owner, Agent, or Consignee on Application for Entry by Appraisement, without Invoice, under the Second Section, Act of March 1, 1823.

I, \_\_\_\_\_, do solemnly, sincerely, and truly swear, that I am the owner of the following goods, which are consigned to \_\_\_\_\_, as per manifest and bill of lading of the \_\_\_\_\_, Master, which arrived at this Port \_\_\_\_\_, 186\_\_\_\_, from \_\_\_\_\_; that no invoice therefor, as required by law, has been received, and that I have no further knowledge concerning said goods except as follows: \_\_\_\_\_ So help me God.

Marks.	Nos.	Packages or Description.

Collector's Office, Custom House, San Francisco.

Sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, 186\_\_\_\_. }  
 \_\_\_\_\_, Deputy Collector. }

Custom House, San Francisco, Cal., }  
 Collector's Office, }  
 \_\_\_\_\_, 186\_\_\_\_. }

The U. S. Appraisers will examine and report the dutiable quantities and values of the contents of the

packages described in the foregoing application for entry by appraisement in the absence of invoice. Due notice will be given when the packages are ready for examination. Packages ordered to store. \_\_\_\_\_, Deputy Collector.

U. S. APPRAISER'S OFFICE, }  
SAN FRANCISCO, 186 .

In pursuance of your order, we have examined the packages described in the annexed application, and do certify the dutiable quantity and value of merchandise therein contained to be as follows, to wit:

Marks.	Nos.	Merchandise.	Quantity.	Value.	Rate of Duty.

**Note.**—The foregoing Form is used when there is no invoice in existence, to the knowledge of the importer.

No. 383.

Oath of Master on Entering Coastwise.

DISTRICT AND PORT OF SAN FRANCISCO:

I, \_\_\_\_\_, Master of the \_\_\_\_\_, do solemnly swear, that there was not, when I sailed from the District of \_\_\_\_\_, nor has been since, or now is, any more or other goods, wares, or merchandise, of

foreign growth or manufacture, or distilled spirits (other than sea-stores), than is stated in the manifest of the  
 , now produced by me. I do further swear, that I have delivered to the Postmaster of this place  
 all letters directed to any person or persons within the United States, or the Territories thereof, which under  
 my care, or within my power, were brought in the within-named vessel, which I command, except such as are  
 directed to the owner or consignee of said vessel.

Sworn to before me, this \_\_\_\_\_ day \_\_\_\_\_, 186 . \_\_\_\_\_.

No. 384.

### Oath of Merchant Appraiser.

I, the undersigned, appointed by the Collector of \_\_\_\_\_, to appraise a lot of \_\_\_\_\_, imported  
 per \_\_\_\_\_, from \_\_\_\_\_, the importer having requested a new appraisement thereof, in accordance with  
 law, do hereby solemnly swear diligently and faithfully to examine and inspect said lot of \_\_\_\_\_, and  
 truly to report, to the best of my knowledge and belief, the actual market value or wholesale price thereof,  
 at the period of the exportation of the same to the United States, in the principal markets of the country  
 from which the same was imported into the United States, in conformity with the provisions of the several  
 acts of Congress, providing for and regulating the appraisement of imported merchandise. So help me God.  
 \_\_\_\_\_.

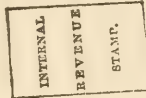
Custom House,  
 COLLECTOR'S OFFICE, 18 . }

No. 385.

BLANK PUBLISHED.

Power of Attorney.

Know all men by these presents: That , comprising the firm of , doing business at , in the State of , do hereby make, constitute, and appoint, name , or in the name of said firm, to and in name , or in the name of said firm, to enter in the manner provided by law, and the rules and regulations of the Treasury Department, at any Custom House of the United States, for consumption, warehouse, warehouse and transportation, or warehouse and exportation, all or any goods, wares, or merchandise, which may be imported into the United States, for name , or in the names of said firm of , while in warehouse, or which may be consigned to said attorney , or which may be transferred to do further authorize said attorney , on warehouse and transportation entry. And seal, such bond or bonds as may be necessary to to execute and deliver, in name , and under seal, such bond or bonds as may be necessary to be executed to the United States, or to the Collector of the Customs for the time being, in making such entry or withdrawal as aforesaid, in such penalty and upon such conditions as may be required by law, or by the rules and regulations of the Treasury Department. And further authorize said attorney, on entering said goods, wares, and merchandise, to receive the same, and to execute such oath of ownership and control over the same, as might do if were personally present; and to receive from the United States, or the Collector of Customs, all sums of money which may become due to for refund duties by reason of over-payments, damage on merchandise on the voyage of importation, or otherwise. And do further authorize said attorney, an attorney or attorneys under him for that purpose, to make and substitute, with full power to do all that he might or could, under and by virtue of his power of attorney, hereby ratifying and confirming all that said attorney or his substitute or substitutes shall do in his behalf.



In witness whereof, have hereunto set hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 186\_\_\_\_.

Sealed and delivered, in presence of { \_\_\_\_\_ }

No. 386.  
Protest.

To \_\_\_\_\_, Collector:

Sir:—We do hereby protest against the payment of [*State the rate.*] charged on [*Enumerate the article.*] contained in this entry, claiming that under existing laws said goods are only liable to a duty of [*State the rate claimed.*], because [*State the reason.*] we pay the amount exacted in order to get possession of the goods, and claim to have the difference refunded.

SAN FRANCISCO, 18\_\_\_\_.

(Signed) \_\_\_\_\_.

No. 387.

Receipt for Excess of Unascertained Duty.

No. \_\_\_\_.

CUSTOM HOUSE, SAN FRANCISCO, }  
18\_\_\_\_.

Received from \_\_\_\_\_, Esq., Collector of the Customs, dollars, cents, being for excess of unascertained duty, paid the \_\_\_\_\_ day of \_\_\_\_\_, 18\_\_\_\_, on merchandise by \_\_\_\_\_, for which sum \_\_\_\_\_ have signed duplicate receipts.

Estimated duty paid, \$ \_\_\_\_\_

Ascertained duty, \_\_\_\_\_

Excess, \$ \_\_\_\_\_



## Report for the Commissioner of Immigration.

Of the Master, arrived at the Port of San Francisco, on the      day of      , A. D. 186 ,  
 being a statement of the persons or passengers landed at the Port of San Francisco, not being natives of the  
 United States, and who have, within the last preceding twelve months, arrived from any country out of the  
 United States at any place within the United States; as required by the laws of the State of California.

Name.	Place of Birth.	Age.	Occupation.	Time and Place of Naturalization.	Last Place of Residence.	Whether competent to become Citizens.	Lunatic, Deaf, Dumb, Blind, Crippled, or Infirm, and under whose Care.	Convicted of any Infamous crime.	Landed at any Place on Voyage.	Died on Voyage.

To the Master, Owner, or Consignee :

Take notice, that you are required to give a distinct and separate bond, in the penal sum of \$500, for each and every person or passenger not a citizen of the United States; or, in lieu thereof, to commute for such bonds so required, by paying five dollars for each and every such person or passenger landed from your vessel, to the Commissioner of Immigration, within three days after your arrival.

It is also the duty of the Master or Commander of any vessel arriving at the Port of San Francisco from any port out of the State of California, to appear at the Office of the Commissioner of Immigration, within twenty-four hours after his arrival, and testify whether he has or has not brought any passenger in such vessel.

SETH H. WETHERBEE, Commissioner of Immigration.

REPORT OF THE

Master, \_\_\_\_\_

Owners, \_\_\_\_\_

Owners' Residence, \_\_\_\_\_

From \_\_\_\_\_

Arrived \_\_\_\_\_

Consigned to \_\_\_\_\_

Number of Passengers not Citizens of the United  
States, \_\_\_\_\_

I, \_\_\_\_\_, Master of the \_\_\_\_\_,  
from \_\_\_\_\_, being duly sworn, do depose  
and say, that the facts and statements made and  
contained in the within Report, are, to the best of  
my knowledge and belief, true; that I arrived at  
this Port on the \_\_\_\_\_ day of \_\_\_\_\_, 186 \_\_\_\_\_,  
and that I brought \_\_\_\_\_ passengers not citizens; and  
that this Report is in full compliance with the sev-  
eral laws of the State of California, in regard to the  
arrival of passengers and immigrants.

Sworn to and subscribed before me, this \_\_\_\_\_ day  
of \_\_\_\_\_, 186 \_\_\_\_\_.

\_\_\_\_\_,  
Commissioner of Immigration.

By \_\_\_\_\_, Deputy.

No. 389.

Appraisers' Return.

TO THE COLLECTOR OF CUSTOMS:

In pursuance of your order, we have examined the following described merchandise, and do certify that the same has sustained damage on the voyage of importation as follows, viz.

Marks.	Number.	Description of Merchandise.	Per Cent. Damaged.

Given under our hands at San Francisco, this      day of      , in the year of our Lord one thousand eight hundred and sixty      .

\_\_\_\_\_.  
\_\_\_\_\_.  
\_\_\_\_\_.



No. 391.

BLANK PUBLISHED.

## Return of Passengers.

DISTRICT AND PORT OF SAN FRANCISCO:

I, \_\_\_\_\_, do solemnly, sincerely, and truly \_\_\_\_\_, that the following list or manifest of passengers, subscribed with my name, and now delivered by me to the Collector of the Customs for the District of \_\_\_\_\_, contains, to the best of my knowledge and belief, a just and true account of all the passengers received on board the \_\_\_\_\_, whereof I am Master, from \_\_\_\_\_ . So help me God.

Sworn to this \_\_\_\_\_, 186\_\_\_\_, before me. \_\_\_\_\_.

List or manifest of all the passengers taken on board the  
Master, from \_\_\_\_\_, burthen \_\_\_\_\_ tons :  
\_\_\_\_\_ , whereof \_\_\_\_\_ is

Names.	Age.		Sex.	Occupation.	The Country to which they severally belong.	The Country in which they intend to become Inhabitants.	Died on the Voyage.
	Years.	Months.					



No. 392.

## Hospital Return.—Registered Vessels.

True account of every seaman employed on board the \_\_\_\_\_, from the \_\_\_\_\_ day of \_\_\_\_\_, 186\_\_\_\_, when application  
 186\_\_\_\_, date she was last entered at \_\_\_\_\_, to this \_\_\_\_\_ day of \_\_\_\_\_, 18\_\_\_\_, when application  
 is made for entry at the Port of San Francisco, Cal.

Names.	Rank.	When Engaged, or Last Entered.	When Discharged, or Still on Board.	Months.	Days.
Total      men,      months,		days, at 20 cts. per month, \$			

Sworn to before me, this \_\_\_\_\_, Master of \_\_\_\_\_.

day of \_\_\_\_\_, 186\_\_\_\_. }  
 \_\_\_\_\_, Deputy Collector.

**Note.**—This return is made on American vessels coming from foreign or domestic ports, being entered at the Custom House.  
 The hospital fee is twenty cents a month for every man employed on board.

No. 393.

Hospital Return.—Enrolled and Licensed Vessels.

True account of the number of seamen, and of the time they have been severally employed, on board the \_\_\_\_\_, licensed on the \_\_\_\_\_, for carrying on the coasting trade, from the date of said license to this \_\_\_\_\_, when application is made for renewal.

Names	Rank.	When Engaged, or Last Entered.	When Discharged, or Still on Board.	Months.	Days.
Total	men,	months,	days, at 20 cts. per month, \$		

Sworn to before me, this \_\_\_\_\_, Master of \_\_\_\_\_,  
 day of \_\_\_\_\_, 186 . }  
 \_\_\_\_\_, Deputy Collector. }

**Note.**—This return is used whenever a licensed or enrolled vessel changes papers, either on account of transfer or expiration. License and enrollment are granted for one year.

## No. 394.

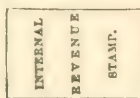
BLANK PUBLISHED.

## Whalemen's Shipping Paper.

1st. It is agreed, between the owner, Master, seamen, and mariners of the \_\_\_\_\_, now bound from the Port of \_\_\_\_\_.

That, in consideration of the share against each respective seaman or mariner's name hereunder set, they severally shall and will perform the above-mentioned voyage; and the said owner and Master do hereby agree with and hire the said seamen or mariners for the said voyage, at such shares of the net proceeds, or of the actual products of the voyage, to be paid pursuant to this agreement, and the custom and usage in the Port of \_\_\_\_\_.

2d. And they, the said seamen or mariners, do severally hereby promise and oblige themselves to do their duty, and obey the lawful commands of the officers on board said \_\_\_\_\_, or the boats thereunto belonging, as becomes good and faithful seamen or mariners, while cruising for whales, and at all places where the said \_\_\_\_\_ shall put in, or anchor at, during the said voyage; to use their best endeavors to obtain a cargo of oil;—and for the preservation of the said vessel and cargo;—and not to neglect or refuse doing their duty by day or night; and that they shall not go out of said \_\_\_\_\_ on board any other vessel, or be on shore, under any pretense whatever, until the aforesaid voyage be ended, and the vessel discharged of her loading, without leave first obtained of the Captain or commanding officer on board; that in default thereof, he or they shall be liable to all the penalties and forfeitures mentioned in the marine law, enacted for the government and regulation of seamen in the merchants' service: it being understood that said forfeiture shall be



estimated according to his or their respective shares of the net proceeds of the voyage, and the length of the same, conjointly.

3d. And it is further agreed by all the parties to this contract, that such regulations as a just regard to the good order, effectual government, health, and moral habits of the officers and men, shall be established and observed on board the said vessel. And to insure proper attention to this important object, it shall be the duty of the officer having the care of the Log-Book, to note therein daily all flagrant breaches of the same. It shall especially be his duty to record all instances of drunkenness, all cases of absence from the said , by any officer or seaman, with or without permission, after sunset, or beyond the time prescribed for their absence,—every instance of absence, by any officer or seaman, through the night, whether on shore or on board of any other vessel,—every instance of the introduction of any woman or women into the ship for licentious purposes,—every instance of disability for ship's duty which may occur, with the cause of it,—if occasioned by sickness or infirmity, the nature and origin of the same, if known, to be particularly stated, especially if it be the consequence of their own misconduct. And in the case of the officer who may usually have charge of the Log-Book being implicated in any of the misdemeanors or disabilities herein mentioned, it shall be the duty of the Master to make, or cause to be made by another hand, an entry of the same on the Log-Book. And it shall be the duty of the Master to see that a proper record is kept therein of all the matters mentioned in this article, according to its true intent and meaning.

4th. The officer having charge of the watch on deck, for the time being, shall be responsible for the maintenance of the regulation in regard to the admission of women—and in case of any getting on board unperceived, they shall forthwith be expelled by him, or, if not able to do so, the case shall be immediately reported to the Captain or commanding officer on board, whose duty it shall be to enforce their immediate expulsion. On the failure of any officer on this part of his duty, either wilfully or through negligence, each and every officer so failing shall forfeit twenty days' pay for every such offense; and any other officer or seaman

who shall abet any breach of said regulation, or refuse when lawfully called upon to aid in sustaining it, or shall be proved to have had a criminal intercourse with any such woman or women on board, shall forfeit for every such offense five days' pay—for every instance of drunkenness, two days' pay shall be forfeited, and a similar forfeiture shall take place for each day that any seaman or officer shall be off duty from sickness or disability caused by intemperance or licentiousness—the forfeitures in all these cases to be estimated as in the second article, and to go to the use of the owners of said .

5th. All expenses which may be necessarily incurred during the voyage, with direct reference to any of the misdemeanors or disabilities enumerated in the third article—or to any attempt at desertion or other disobedient and mutinous conduct, shall be charged to the individual or individuals by reason of whom they may have been incurred.

6th. It is further agreed, that if any officer or seaman, after a fair trial, if his abilities and disposition shall be judged by the Master incompetent or indisposed to the proper discharge of the duties of his station, the Master shall have a right to displace him, and substitute another in his stead,—a corresponding reduction of the pay of such officer or seaman, with reference to the duty which he may thereafter perform, thenceforth to take effect; and a reasonable increase of the pay of the individual who may thereupon be promoted to a higher station, shall be made on the final adjustment of the voyage.

7th. It is understood and agreed, that if any officer or seaman shall be prevented by sickness or death from performing the voyage, his legal representatives shall be entitled to such part of the whole amount of his stipulated share, as the time of his services on board shall be of the whole term of the voyage.


8th. It is further agreed, that whatever apparel, furniture, or stores, belonging to the said vessel, may be given in charge by the Master to any officer or seaman, shall be accounted for by him; and in case anything should be lost or damaged through his carelessness or neglect, it shall be made good to the owners by such officer or seaman. And whatever officer or seaman the master shall appoint for the duty, shall take charge of



any portion of the cargo or ship's stores required to be landed or brought on board in any boats or lighter, and faithfully perform the service assigned, and see that the said cargo or stores are safely landed and delivered, or brought on board the said vessel, as the case may be.

9th. Each and every officer and seaman, who shall well and truly have performed the above-mentioned voyage, complied with the regulations and duties herein specified, and committed no dishonest or unlawful acts, shall be entitled to the payment of his share of the net proceeds of the voyage, pursuant to this agreement, as soon after the return of the said to , as the oil and other products of the voyage can be sold, and the settlement adjusted by the owner or agent of the said .

10th. In testimony of our assent, consent, and agreement, faithfully to perform the various duties and obligations implied in the preceding articles, and an acknowledgment of their being voluntary, and without any compulsory or clandestine means being used, we have each and every one of us, severally, hereunto affixed our names, on the day and year against them respectively written. And it is hereby understood and mutually agreed, by and between the parties aforesaid, that they, the said seamen and mariners, will render themselves on board the said vessel on or before the day of , at o'clock, in the noon.

 No distilled spirituous liquor will be put on board the vessel by the owner, except for strictly medical use; and by their signatures the other parties to this contract pledge themselves not to take any of those articles with them, as their private stores or for traffic, either from this port or from any other port or place where they may be during the voyage. And in case of a violation of this pledge by the Master, or any officer or seaman, his entire share of the voyage shall be thereupon forfeited to the use of the owners of the said .

Time of Entry.	Name.	Quality.	Witness to Signing.	Shares.

Stamps.—See Form No. 8.

No. 395.

BLANK PUBLISHED.

### Shipping Articles.

United States of America.

It is agreed between the masters, seamen, or mariners, of the \_\_\_\_\_, of \_\_\_\_\_, whereof  
 is at present Master, or whoever shall go for Master, now bound from the Port of \_\_\_\_\_  
 to \_\_\_\_\_

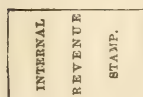
NO SHEATH-KNIVES OR PROFANE LANGUAGE ALLOWED ON BOARD.

And it is hereby expressly agreed, that should the said ship on the said voyage be seized, detained, or fined,  
 for smuggling tobacco or any other article, by one or more of the undersigned sailors, cooks, or stewards, they

shall be responsible for the damage thence resulting, and shall severally forfeit their wages, and all their goods and chattels on board, to the amount of such damage; and that the certificate of the person or persons who may seize, detain, or fine the said ship for smuggling, signed by him or them, and verified by the American Consul at \_\_\_\_\_, under his seal of office, shall be conclusive evidence of the facts therein stated in all courts whatsoever, especially, and as to the fact, that smuggling had been committed, the individual or individuals by whom the same had been committed, the amount of the fine imposed therefor upon the said ship, the incidental expenses thereon, and the number of days the said ship was detained in consequence thereof.

NO GROC ALLOWED, AND NONE TO BE PUT ON BOARD BY THE CREW.

That, in consideration of the monthly or other wages, against each respective seaman or mariner's name hereunder set, they severally shall and will perform the above-mentioned voyage. And the said Master doth hereby agree with and hire the said seamen or mariners for the said voyage, at such monthly wages or prices to be paid pursuant to this agreement, and the laws of the Congress of the United States of America. And they, the said seamen or mariners, do severally hereby promise and oblige themselves to do their duty, and obey the lawful commands of their officers on board the said vessel, or the boats thereunto belonging, as becomes good and faithful seamen or mariners; and at all places where the said vessel shall put in, or anchor at, during the said voyage, to do their best endeavors for the preservation of the said vessel and cargo, and not to neglect or refuse doing their duty by day or night; nor shall go out of the said vessel on board any other vessel, or be on shore, under any pretense whatsoever, until the above-said voyage is ended, and the said vessel be discharged of her loading, without leave first obtained of the Captain or commanding officer on board; that in default thereof he or they will be liable to all the penalties and forfeitures mentioned in the Marine Law, enacted for the government and regulation of seamen in the merchants' service, in which it is enacted, "That



if any seaman or mariner shall absent himself from on board the ship or vessel, without leave of the Master or officer commanding on board, and the mate or other officer having charge of the Log Book shall make an entry therein of the name of such seaman or mariner, on the day on which he shall so absent himself; and if such seaman or mariner shall return to his duty within forty-eight hours, such seaman or mariner shall forfeit three days' pay for every day which he shall be absent himself, to be deducted out of his wages; but if any seaman or mariner shall absent himself for more than forty-eight hours at any one time, he shall forfeit all wages due to him, and all his goods or chattels which were on board the said ship or vessel, or in any store where they may have been lodged at the time of his desertion, to the use of the owner or owners of the said ship or vessel, and moreover shall be liable to pay him or them the charges which he or they may sustain by being obliged to hire other seamen or mariners in his or their place." And it is further agreed that in case of desertion, death, or imprisonment, the wages are to cease. And it is further agreed by both parties, that each and every lawful command which the said Master or other officer shall think necessary hereafter to issue for the effectual government of the said vessel, suppressing immorality and vice of all kinds, to be strictly complied with, under the penalty of the person or persons so disobeying, forfeiting his or their whole wages or hire, together with every thing belonging to him or them on board the said vessel. And it is further agreed on, that no officer or seaman belonging to the said vessel shall demand or be entitled to his wages, or any part thereof, until the arrival of the said vessel at the last above-mentioned port of discharge, and her cargo delivered. And it is hereby further agreed between the Master, officers, and seamen of the said vessel, that whatever apparel, furniture, and stores each of them may receive into their charge belonging to the said vessel, shall be accounted for on her return; and in case any thing shall be lost or damaged through their carelessness or insufficiency, it shall be made good by such officer or seaman by whose means it may happen, to the Master and owners of the said vessel. And whereas it is customary for the officers and seamen, while the vessel is in port, or while the cargo is delivering, to go on shore at night to sleep, greatly to the prejudice of such vessel and freighters, be it



further agreed by the said parties, that neither officer nor seaman shall, on any pretense whatever, be entitled to such indulgence, but shall do their duty by day in discharge of the cargo, and keep such watch by night as the Master shall think necessary to order relative to said vessel or cargo; and whereas it frequently happens that the owner or Captain incurs expenses while in a foreign port, relative to the imprisonment of one or more of his officers or crew, or in the attendance of nurses, or in the payment of board on shore for the benefit of such person or persons. Now it is understood and agreed to by the parties herunto, that all such expenditures as may be incurred, by reason of the foregoing premises, shall be charged to and deducted out of the wages of any officer or such one of the crew by whose means or for whose benefit the same shall have been paid. And whereas, it often happens that part of the cargo is embezzled after being safely delivered into lighters, and as such losses are made good by the owner of the vessel, be it therefore agreed by these presents, that whatever officer or seaman the Master may think proper to appoint shall take charge of the cargo in the lighters, and go with it to the quay, and there deliver his charge to the vessel's husband, or his representative, to see the same safely landed. That each seaman or mariner who shall well and truly perform the above-mentioned voyage (provided always, that there be no desertion, plunderage, embezzlement, or other unlawful acts committed on the vessel's cargo or stores), shall be entitled to the payment of the wages or hire that may become due to him pursuant to this agreement, as to their names severally affixed and set forth. Provided, nevertheless, that if any of the said crew disobey the orders of the said Master or other officer of the said vessel, or absent himself at any time without liberty, his wages due at the time of such disobedience or absence shall be forfeited; and in case such person or persons so forfeiting wages shall be reinstated and permitted to do further duty, it shall not do away such forfeiture. It being understood and agreed by the said parties, that parol proof of the misconduct, absence, or desertion of any officer or any of the crew of the said vessel, may be given in evidence at any trial between the parties to this contract, any act, law, or usage to the contrary thereof notwithstanding. That for the due performance of each and every of the





## United States of America.

ACTS OF THE CONGRESS OF THE UNITED STATES OF AMERICA, FOR THE  
GOVERNMENT OF SEAMEN, MERCHANTS, ETC.AN ACT FOR THE GOVERNMENT AND REGULATION OF SEAMEN IN THE MERCHANTS' SERVICE, PASSED  
JULY 30, 1799.

SECTION 1. *Be it enacted by the Senate and House of Representatives of the United States of America, in Congress assembled,* That from and after the first day of December next, every Master or Commander of any ship or vessel bound from a port in the United States to any foreign port, or of any ship or vessel of the burthen of fifty tons or upwards, bound from a port in one State to a port in any other than an adjoining State, shall, before he proceeds on such voyage, make an agreement in writing or in print with every seaman or mariner on board such ship or vessel (except such as shall be apprentice or servant to himself or owners), declaring the voyage or voyages, term or terms of time, for which such seaman or mariner shall be shipped. And if any Master or Commander of such ship or vessel shall carry out any seaman or mariner (except apprentices or servants, as aforesaid), without such contract or agreement being first made and signed by the seamen or mariners, such Master or Commander shall pay to every seaman or mariner the highest price of wages which shall have been given at the port or place where said seaman or mariner shall have been shipped, for a similar voyage, within three months next before the time of such shipping: *Provided*, Such seaman or mariner shall perform such voyage, or if not, then for such time as he shall continue to do duty on board such ship or vessel; and shall moreover forfeit twenty dollars for every such seaman or mariner, one-half to the use of the person prosecuting for the same, the other half to the use of the United States; and such seaman or mariner, not having signed such contract, shall not be bound by the regulations nor subject to the penalties and forfeitures contained in this act.

SEC. 2. *And be it enacted*, That at the foot of each contract, there shall be a memorandum of writing, of the day and the hour on which the seaman or mariner who shall ship and subscribe, shall render themselves on board, to begin the voyage agreed upon. And if any such seaman or mariner shall neglect to render himself on board the ship or vessel for which he has shipped, at the time mentioned in such memorandum, and if the Master, Commander, or other officer of the ship or vessel shall, on the day on which such neglect happened, make an entry in the Log-Book of such ship or vessel, of the name of such seaman or mariner, and shall in like manner note the time that he so neglected to render himself (after the time appointed), every such seaman or mariner shall forfeit for every hour which he shall so neglect to render himself, one day's pay, according to the rate of wages agreed upon, to be deducted out of his wages. And if any such seaman or mariner shall wholly neglect to render himself on board of such ship or vessel, or, having rendered himself on board, shall afterwards desert and escape, so that the ship or vessel proceed to sea without him, every such seaman or mariner shall forfeit and pay to the Master, owner, or consignee of the said ship or vessel a sum equal to that which shall have been paid to him by advance, at the time of signing the contract, over and besides the sum so advanced; both which sums shall be recoverable in any court or before any justice or justices of any State, city, town, or county, within the United States, which, by the laws thereof, have cognizance of debts of equal value, against such seaman or mariner, or his surety or surties, in case he shall have given surety to proceed on the voyage.

SEC. 3. *And be it enacted*, That if the mate, or first officer under the Master, and a majority of the crew of any ship or vessel, bound on a voyage to a foreign port, shall, after the voyage is begun and before the ship or vessel shall have left the land, discover that the said ship or vessel is too leaky, or is otherwise unfit in her crew, body, tackle, apparel, furniture, provisions, or stores, to proceed on the intended voyage, and shall require such unfitness to be inquired into, the Master or Commander shall, upon the request of the said mate (or other officer), and such majority, forthwith proceed to, or stop at the nearest or most convenient port or place where such inquiry can be made, and shall there apply to the judge of the District Court, if he shall there reside, or if not, to some justice of the peace of the city, town, or place, taking with him two or more of the said crew who shall have made such request; and thereupon, such judge or justice is hereby authorized and required to issue his precept to three persons in the neighborhood, the most skilful in maritime affairs that can be procured, requiring them to repair on board such ship or vessel, and to examine the same in respect to the defects and insufficiencies complained of, and to make report to the judge or justice, in writing, under their hands, or the hands of two of them, whether in any or in what respect the said ship or vessel is unfit to proceed on the intended voyage, and what addition of men, provisions, or stores, or what repairs or alterations

In the city, tackle, or apparel will be necessary; and upon such report the said judge or justice shall examine and determine, and shall declare in the said report his judgment whether the said ship or vessel is fit to proceed on the intended voyage; if not, whether or such repairs can be made, or deficiencies supplied, where the ship or vessel then lies or whether it be necessary for the said ship or vessel to return to the port from whence she first sailed, or to be there detained. And the Master and crew shall take the oath sworn in the said judgment. And the Master or Commander shall, in the first instance, pay all the cost of such voyage, repairs, and expenses, to be taxed and allowed, on a fair copy thereof certified by the judge or justice. But if the complaint of the crew shall appear, upon the said report and judgment, to have been caused by mistake of the said Master or the owner or consignee of such ship or vessel, shall deduct the amount thereof, and of reasonable damages for the detention (to be ascertained by the said judge or justice) out of the wages growing due to the complaining seamen or mariners. And if, after such judgment, such ship or vessel is fit to proceed on her intended voyage, on or after procuring such men, provisions, stores, repairs, or alterations as may be directed, the said seamen or mariners, or either of them, shall refuse to proceed on the voyage, it shall and may be lawful for any justice of the peace to commit by warrant, under his hand and seal, every such seaman or mariner who shall so refuse to the common jail of the county, there to remain without bail or main-prize until he shall have paid double the sum advanced to him at time of subscribing the contract for the voyage, together with such reasonable costs as shall be allowed by the said justice, and inserted in the said warrant; and the surety or sureties of such seaman or mariner (in case he or they shall have given any) shall remain liable for such payment; nor shall any such seaman or mariner be discharged upon any writ of *habeas corpus* or otherwise, until such sum be paid by him or them, or his or their sureties, for want of any form of commitment or other previous proceedings: *Provided*, That sufficient matter shall be made to appear upon the return of such *habeas corpus*, and an examination then be had, to detain him for the causes herein-before assigned.

**Sec. 4. And be it enacted**, That if any person shall harbor or secrete any seaman or mariner, belonging to any ship or vessel, knowing them to belong thereto, every such person, on conviction thereof before any court in the city, town, or county where he, she, or they may reside, shall forfeit and pay ten dollars for every day which he, she, or they shall continue so to harbor or secrete such seaman or mariner; one-half to the use of the person prosecuting for the same, the other half to the use of the United States. And no sum exceeding one dollar shall be recoverable from any seaman or mariner by any one person, for any debt contracted during the time such seaman or mariner shall actually belong to any ship or vessel, until the voyage for which such seaman or mariner engaged shall be ended.

**Sec. 5. And be it enacted**, That if any seaman or mariner who shall have subscribed such contract as is herein-before described, shall absent himself from on board the ship or vessel in which he shall have so shipped, without leave of the Master or officer commanding on board, and the mate or other officer having charge of the Log-Book shall make an entry therein of the name of such seaman or mariner, on the day on which he shall so absent himself—and if such seaman or mariner shall return to his duty within (or forty-eight) hours, such seaman or mariner shall forfeit three days' pay for every day which he shall so absent himself, to be deducted out of his wages. But if any seaman or mariner shall absent himself for more than forty-eight hours at one time, he shall forfeit all the wages due to him, and all his goods and chattels which were on board the said ship or vessel, or in any store where they may have been lodged at the time of his desertion, to the use of the owners of the ship or vessel; and, moreover, shall be liable to pay to him or them all damages which he or they may sustain, by being obliged to hire other seamen or mariners in his or their place, and such damages shall be recovered with costs in any court or before any justice or justices having jurisdiction of the recovery of debts to the value of ten dollars or upwards.

**Sec. 6. And be it enacted**, That every seaman or mariner shall be entitled to demand and receive from the Master or Commander of the ship or vessel to which they belong, one-third part of the wages which shall be due to him at every port where such ship or vessel shall unlade and deliver her cargo, before her voyage is ended, unless the contrary be expressly stipulated in the contract; and as soon as the voyage shall end, the Master or Commandant be duly observed at the last port of delivery, every seaman or mariner shall be entitled to the wages which shall be then due according to his contract; and if such wages be not paid within ten days after such discharge, or if any dispute shall arise between the Master and seamen or mariners touching the said wages, it shall be lawful for the judge of the district where the said ship or vessel shall be, or in case his residence be more than three miles from the place, or of his absence from the place of his residence, then for any judge or justice of the peace, to summon the Master of such ship or vessel to appear before him, to show cause why process should not issue against such ship or vessel, her tackle, furniture, and apparel, according to the course of admiralty courts, to answer for the said wages; and if the Master shall neglect to appear, or, appearing, shall not show that the wages are paid, or otherwise satisfied, or forfeited, and if

the matter in dispute shall not be forthwith settled, in such case the judge or justice shall certify to the clerk of the court of the district that there is sufficient cause of complaint whereon to found admiralty process, and thereupon the clerk of such court shall issue process against the said ship or vessel, and the suit shall be proceeded on in the said court, and final judgment be given, according to the course of admiralty courts in such cases used; and in such suit all the seamen or mariners (having cause of complaint of the like kind against the same ship or vessel) shall be joined as complainants; and it shall be incumbent on the Master or Commander to produce the contract and Log-Book, if required, to ascertain any matters in dispute, otherwise the complainants shall be permitted to state the contents thereof, and the proof of the contrary shall be on the Master or Commander; but nothing herein contained shall prevent any seaman or mariner from having and maintaining any action at common law for the recovery of his wages, or for immediate process out of any court having admiralty jurisdiction, wherever any ship or vessel may be found, in case she shall have left the port of delivery where her voyage ended before payment of the wages, or in case she shall be about to proceed to sea before the end of the ten days next after the delivery of her cargo or ballast.

SEC. 7. *And be it enacted*, That if any seaman or mariner, who shall have signed a contract to perform a voyage, shall, at any port or place, desert, or shall absent himself from such ship or vessel, without leave of the Master or officer commanding in the absence of the Master, it shall be lawful for any justice of the peace within the United States (upon the complaint of the Master) to issue his warrant to apprehend such deserter, and bring him before such justice; and if it shall then appear by due proof that he has signed a contract within the intent and meaning of this act, and that the voyage agreed for is not finished, altered, or the contract otherwise dissolved, and that such seaman or mariner has deserted the ship or vessel, or absented himself without leave, the said justice shall commit him to the house of correction or common jail of the city, town, or place, there to remain until the said ship or vessel shall be ready to proceed on her voyage, or till the Master shall require his discharge, and then to be delivered to the said Master, he paying all the costs of such commitment, and deducting the same out of the wages due to such seaman or mariner.

SEC. 8. *And be it enacted*, That every ship or vessel belonging to a citizen or citizens of the United States, of the burthen of one hundred and fifty tons or upwards, navigated by ten or more persons in the whole, and bound on a voyage without the limits of the United States, shall be provided with a chest of medicines, put up by some apothecary of known reputation, and accompanied by directions for administering the same; and the said medicines shall be examined by the same or some other apothecary once at least in every year, and supplied with fresh medicines in the place of such as shall have been used or spoiled; and in default of having such medicine-chest so provided and kept fit for use, the Master or Commander of such ship or vessel shall provide and pay for all such advice, medicine, or attendance of physicians as any of the crew shall stand in need of, in case of sickness, at every port or place where the ship or vessel may touch or trade at during the voyage, without any deduction from the wages of such sick seaman or mariner.

SEC. 9. *And be it enacted*, That every ship or vessel belonging as aforesaid, bound on a voyage across the Atlantic Ocean, shall, at the time of leaving the last port from whence she sails, have on board, well secured under deck, at least sixty gallons of water, one hundred pounds of salted flesh meat, and one hundred pounds of wholesome ship-bread, for every person on board such ship or vessel, over and besides such other provisions, stores, and live stock as shall, by the Master or passengers, be put on board, and in proportion for shorter or longer voyages; and in case the crew of any ship or vessel, which shall not have been so provided, shall be put upon short allowance in water, flesh, or bread, during the voyage, the Master or owner of such ship or vessel shall pay to each one of the crew one day's wages, besides the wages agreed on, for every day they shall be so put to short allowance, to be recovered in the same manner as their stipulated wages.

AN ACT SUPPLEMENTARY TO THE ACT CONCERNING CONSULS AND VICE-CONSULS, AND FOR THE FURTHER PROTECTION OF AMERICAN SEAMEN, PASSED FEBRUARY 28, 1808.

SECTION 1. *Be it enacted by the Senate and House of Representatives of the United States of America, in Congress assembled*, That before a clearance be granted to any vessel bound on a foreign voyage, the Master thereof shall deliver to the Collector of the Customs a list containing the names, places of birth, and residence, and a description of the persons who compose his ship's company, to which list the oath or affirmation of the Captain shall be annexed, that the said list contains the names of his crew, together with the places of their birth and residence, as far as he can ascertain them; and the said collector shall deliver him a certified copy thereof, for which the collector shall be entitled to receive the sum of twenty-five cents; and the said Master shall moreover enter into bond with sufficient security, in the sum of four hundred dollars, that he shall exhibit the aforesaid certified copy of the list to the first boarding-officer at the first port in the United States at which he shall arrive, at his return thereto, and then and there also produce the persons named therein to the



said boarding-officer, whose duty it shall be to examine the men with such list, and report the same to the collector; and it shall be the duty of the collector at the said port of arrival where the same is delivered from the port from which the vessel originally sailed to transmit a copy of the list so reported to him to the collector of the port from which the said vessel originally sailed: *Provided*, That the said bond shall not be forfeited on account of the said Master not producing to the first board the officer as aforesaid, any of the persons contained in the said list who may be discharged in a foreign country with the consent of the consul, vice-consul, commercial agent, or vice-commercial agent there residing, signified in writing under his hand and official seal, to be produced to the collector, with the other persons composing the crew as aforesaid; or on account of any such person dying, or absconding, or being forcibly impressed into other service, of which satisfactory proof shall be then also exhibited to the collector.

*Sec. 2. And be it enacted*, That it shall be the duty of every Master or Commander of a ship or vessel belonging to citizens of the United States, who shall sail from any port in the United States after the first day of May next, on his arrival at a foreign port, to deposit his register, sea-letter, and Mediterranean passport with the consul, vice-consul, or commercial agent, or vice-commercial agent (if any there be at such port), and in case of refusal or neglect of the said Master or Commander to deposit the said papers as aforesaid, he shall forfeit and pay five hundred dollars, to be recovered by the said consul, vice-consul, commercial agent, or vice-commercial agent, in his own name, for the benefit of the United States, in any court of competent jurisdiction: and it shall be the duty of such consul, vice-consul, commercial agent, or vice-commercial agent, on such Master or Commander producing to him a clearance from the proper officer of the port where his ship or vessel may be, to deliver to the said Master or Commander all of his said papers: *Provided*, Such Master or Commander shall have complied with the provisions contained in this act, and those of the act to which this is a supplement.

*Sec. 3. And be it further enacted*, That whenever a ship or vessel belonging to a citizen of the United States shall be sold in a foreign country, and her company discharged, or when a seaman or mariner, a citizen of the United States, shall, with his own consent, be discharged in a foreign country, it shall be the duty of the Master or Commander to produce to the consul, vice-consul, commercial agent, or vice-commercial agent, the list of his ship's company, certified as aforesaid; and to pay to such consul, vice-consul, commercial agent, or vice-commercial agent, for every seaman or mariner so discharged, being designated on such list as a citizen of the United States, three months pay over and above the wages which may then be due to such mariner or seaman, two-thirds thereof to be paid by such consul or commercial agent to such seaman or mariner so discharged, upon his engagement on board of any vessel to return to the United States, and the other remaining third to be retained, for the purpose of creating a fund for the payment of passages of seamen or mariners, citizens of the United States, who may be desirous of returning to the United States; and for the maintenance of American seamen who may be destitute, and may be in such foreign port; and the several sums retained for such fund shall be accounted for with the treasury every six months by the persons receiving the same.

*Sec. 4. And be it further enacted*, That it shall be the duty of the consuls, vice-consuls, commercial agents, and vice-commercial agents, of the United States, from time to time, to provide for the mariners and seamen of the United States, who may be found destitute within their districts respectively, sufficient subsistence and passages to some port of the United States, in the most reasonable manner, at the expense of the United States, subject to such instructions as the Secretary of State shall give; and that all masters and commanders of vessels belonging to citizens of the United States and bound to some port of the same, are hereby required and engaged to take such mariners or seamen on board of their ships or vessels at the request of the said consuls, vice-consuls, commercial agents, or vice-commercial agents, respectively, and to transmit them to the port in the United States to which such ships or vessels may be bound, on such terms, not exceeding ten dollars for each person, as may be agreed between the said Master and consul, or commercial agent. And the said masters and seamen shall, if able, be bound to do duty on board such ships or vessels, according to the several statutes: *Provided*, That no Master or Captain of any ship or vessel shall be obliged to take a greater number than two men to every one hundred tons burthen of the said ship or vessel on any one voyage; and if any such Master or Captain shall refuse the same on the request or order of the consul, vice-consul, commercial agent, or vice-commercial agent, such Captain or Master shall forfeit and pay the sum of one hundred dollars for each mariner or seaman so refused, to be recovered for the benefit of the United States, in any court of competent jurisdiction. And the certificate of any such consul or commercial agent, given under his hand and official seal, shall be *prima facie* evidence of such refusal in any court of law having jurisdiction for the recovery of the penalty aforesaid.

*Sec. 5. And be it further enacted*, That the seventh and eighth sections of the act entitled "An



act concerning Consuls and Vice-Consuls," be, and the same are hereby, repealed; and that the Secretary of State be authorized to reimburse the consuls, vice-consuls, commercial agents, or vice-commercial agents, such reasonable sums as they may heretofore have advanced for the relief of seamen, though the same should exceed the rate of twelve cents a man per diem.

SEC. 6. *And be it further enacted*, That it shall and may be lawful for every consul, vice-consul, commercial agent, or vice-commercial agent of the United States, to take and receive for every certificate of discharge of any seaman or mariner in a foreign port, fifty cents; and for commission on paying and receiving the amount of wages payable on the discharge of seamen in foreign ports, two and a half per centum.

SEC. 7. *And be it further enacted*, That if any consul, vice consul, commercial agent, or vice-commercial agent, shall falsify and knowingly certify that property belonging to foreigners is property belonging to citizens of the United States, he shall, on conviction thereof, in any court of competent jurisdiction, forfeit and pay a fine not exceeding ten thousand dollars, at the discretion of the court, and be imprisoned for any term not exceeding three years.

SEC. 8. *And be it further enacted*, That if any consul, vice-consul, commercial agent, or vice-commercial agent, shall grant a passport or other paper certifying that any alien, knowing him or her to be such, is a citizen of the United States, he shall, on conviction thereof, in any court of competent jurisdiction, forfeit and pay a fine not exceeding one thousand dollars.

SEC. 9. *And be it further enacted*, That all powers of attorney executed after the thirtieth day of June next, in a foreign country, for the transfer of any stock of the United States, or for the receipt of interest thereon, shall be verified by the certificate and seal of a consul, vice-consul, commercial agent, or vice-commercial agent, if any there be at the place where the same shall be executed, for which the person giving the certificate shall receive fifty cents.

AN ACT IN AMENDMENT OF THE ACT FOR THE PUNISHMENT OF OFFENSES AGAINST THE UNITED STATES. APPROVED MARCH 3, 1835.

SECTION 1. *Be it enacted by the Senate and House of Representatives of the United States of America, in Congress assembled*, That if any one or more of the crew of any American ship or vessel on the high seas, or on any other waters within the admiralty or jurisdiction of the United States, shall unlawfully, wilfully, and with force, or by fraud, threats, or other intimidations, usurp the command of such ship or vessel from the Master or other lawful commanding officer thereof, or deprive him of his authority and command on board thereof, or resist or prevent him in the free and lawful exercise thereof, or transfer such authority and command to any other person not lawfully entitled thereto, every such person so offending, his aiders or abettors, shall be deemed guilty of a revolt or mutiny, and felony; and shall, on conviction thereof, be punished by a fine not exceeding two thousand dollars, and by imprisonment and confinement to hard labor not exceeding ten years, according to the nature and aggravation of the offense. And the offense of making a revolt in a ship which now is, under and in virtue of the eighth section of the Act of Congress, passed the thirteenth day of April, in the year of our Lord one thousand seven hundred and ninety, punishable as a capital offense, shall, from and after the passage of the present act, be no longer punishable as a capital offense, but shall be punished in the manner prescribed in the present act, and not otherwise.

SEC. 2. *And be it further enacted*, That if one or more of the crew of any American ship or vessel, on the high seas or any other waters within the admiralty and maritime jurisdiction of the United States, shall endeavor to make a revolt or mutiny on board such ship or vessel, or shall combine, conspire, or confederate with any other person or persons on board to make such revolt or mutiny, or shall solicit, incite, or stir up any other or others of the crew to disobey or resist the lawful orders of the Master or other officer of such ship or vessel, or to refuse or neglect their proper duty on board thereof, or to betray his proper trust therein, or shall assemble with others in a tumultuous and mutinous manner, or make a riot on board thereof, or shall unlawfully confine the Master or other commanding officer thereof, every such person so offending shall, on conviction thereof, be punished by fine not exceeding one thousand dollars, or by imprisonment not exceeding five years, or by both, according to the nature and aggravation of the offense.

SEC. 3. *And be it further enacted*, That if any Master or other officer of any American ship or vessel on the high seas, or any other waters within the admiralty or maritime jurisdiction of the United States, shall, from malice, hatred, and revenge, and without justifiable cause, beat, wound, or imprison any one or more of the crew of such ship or vessel, or withhold from them suitable food and nourishment, or inflict upon them any cruel or unusual punishment, every such person, so offending, shall, on conviction thereof, be punished by a fine not exceeding one thousand dollars, or by imprisonment not exceeding five years, or by both, according to the nature and aggravation of the offense.

SEC. 4. *And be it further enacted*, That whenever any person indicted for any offense against

the United States, whether capital or otherwise, shall, upon his arraignment stand mute, or will not plead, or plead guilty, it shall be the duty of the court to enter the plea of not guilty on his behalf, in the same manner as if he had pleaded not guilty thereto. And when the party shall plead not guilty, or any plea shall be entered (as aforesaid), the cause shall be deemed at issue, and shall, without further form or ceremony, be tried by a jury. And in all trials in capital cases, if the party indicted shall peremptorily challenge above the number of jurors allowed by law, such excess of challenges shall be disallowed by the court, and the cause shall proceed for trial in the same manner as if the said excess had not been made.

Sec. 5. *And be it further enacted*, That whenever any person shall be convicted of any offense against the United States, which is punishable by fine and imprisonment, or by either, it shall be lawful for the court by which the sentence is passed, to order the sentence to be executed in any House of Correction or House of Reformation for juvenile delinquents, within the State or district where such court is holden, the use of which shall be allowed and authorized by the Legislature of the State or such purpose. And the expenses attendant upon the execution of such sentence shall be paid by the United States.

AN ACT IN ADDITION TO SEVERAL ACTS REGULATING THE SHIPMENT AND DISCHARGE OF SEAMEN, AND THE DUTIES OF CONSULS. PASSED JULY 20, 1840.

*Be it enacted by the Senate and House of Representatives of the United States of America, in Congress assembled, as follows:* First.—The duplicate list of the crew of any vessel bound on a foreign voyage, and not present to the act of February twenty-eighth, eighteen hundred and three, shall be a fair copy, of one uniform handwriting, without erasure or interlineation.

Second.—It shall be the duty of the owners of every such vessel to obtain from the Collector of Customs of the district from which the clearance is made, a true and certified copy of the shipping articles, which shall be written in a uniform hand, without erasure and interlineations, which shall be duly certified as authentic, and containing all the names of the crew borne on the list above named.

Third.—The documents, which shall be deemed to contain all the conditions of contract with the crew, as to their service, pay, voyage, and all other things, shall be produced by the Master, and laid before any consul, or other commercial agent of the United States, whenever he may deem their contents necessary to enable him to discharge the duties imposed upon him by law, toward any mariner applying to him for his aid and assistance.

Fourth.—All interlineations, erasures, or writing, in a hand different from that in which such duplicates were originally made, shall be deemed fraudulent alterations, working no change in such papers unless satisfactorily explained, in a manner consistent with innocent purposes, and the provisions of law which regard the rights of mariners.

Fifth.—Any Consul of the United States, and in case there is none resident at a foreign port, or he is unable to do his large duties, then any commercial agent of the United States, authorized to perform such duties, may, upon the application of both the Master and any mariner of the vessel under his command, discharge such mariner, if he thinks it expedient, without requiring the payment of three months' wages, under the provisions of the act of the twenty-eighth of February, eighteen hundred and three, or any other sum of money.

Sixth.—Any Consul or commercial agent may also, on such joint application, discharge any mariner on such terms as will, in his judgment, save the United States from liability to support such mariner, if the Master gives his voluntary consent to such terms and conforms thereto.

Seventh.—When a mariner is so discharged, the officer discharging him shall make an official entry thereof, upon the list of the crew and the shipping articles.

Eighth.—Whenever any Master shall ship a mariner in a foreign port, he shall forthwith take the list of his crew and the duplicate of the shipping articles to the Consul, or person who discharges the duties of the office at that port, who shall make the proper entries thereon, setting forth the contract and describing the person of the mariner; and thereupon the bond originally given for the return of the men shall embrace each person shipped.

Ninth.—When any mariner shall complain that the voyage is continued contrary to his agreement, or that he has fulfilled his contract, the Consul, or other commercial agent performing like duties, may examine into the same by an inspection into the articles of agreement; and if, on the face of them, he finds the complaint to be well founded, he shall discharge the mariner if he desires it, and require of the Master an advance beyond the lawful claims of such mariner, or three months' wages, as provided in the act of February 28, 1802; and in case the lawful claims of such mariner are not paid upon his discharge, the arrears shall from that time bear an interest of twenty per centum: *Provided*, however, if the Consul or other commercial agent shall be satisfied that the contract has expired, or has been protracted by circumstances beyond the control of the Master, and

without any design on his part to violate the articles of shipment, then he may, if he deems it just, discharge the mariner without exacting the three months' additional pay.

Tenth.—All shipments of seamen made contrary to the provisions of this and other acts of Congress shall be void; and any seaman so shipped may leave the service at any time, and demand the highest rates of wages paid to any seaman shipped for the voyage, or the sum agreed to be given him at his shipment.

Eleventh.—It shall be the duty of the Consuls and commercial agents to reclaim deserters, and discountenance insubordination by every means within their power; and, where the local authorities can be usefully employed for that purpose, to lend their aid and use their exertions to that end in the most effectual manner.

Twelfth.—If the first officer, or any officer, and the majority of the crew of any vessel shall make a complaint in writing that she is in an unsuitable condition to go to sea, because she is leaky, or insufficiently supplied with sails, rigging, anchors, or any other equipment, or that the crew is insufficient to man her, or that her provisions, stores, and supplies are not, or have not been during the voyage, sufficient and wholesome; thereupon, in any like cases, the Consul, or commercial agent who may discharge any duties of a consul, shall appoint two disinterested, competent, practical men, acquainted with maritime affairs, to examine into the causes of complaint, who shall in their report state what defects and what deficiencies, if any, they find to be well founded, as well as what, in their judgment, ought to be done, to put the vessel in order for the continuance of her voyage.

Thirteenth.—The inspectors so appointed shall have full power to examine the vessel, and whatever is on board of her, as far as is pertinent to their inquiry, and also to hear and receive any other proofs which the ends of justice may require; and if, upon a view of the whole proceeding, the Consul or other commercial agent shall be satisfied therewith, he may approve the whole, or any part of the report, and shall certify such approval; and if he dissents, shall also certify his reasons for so dissenting.

Fourteenth.—The inspectors, in their report, shall also state whether in their opinion the vessel was sent to sea unsuitably provided, in any important or essential particular, by neglect or design, or through mistake or accident; and in case it was by neglect or design, and the Consul or commercial agent approves of such finding, he shall discharge such of the crew as require it, each of whom shall be entitled to three months' pay, in addition to his wages to the time of his discharge; but if, in the opinion of the inspector, the defects or deficiencies found to exist have been the result of mistake or accident, and could not, in the exercise of ordinary care, have been known and provided against before the sailing of the vessel, and the Master shall, in reasonable time, remove or remedy the causes of complaint, then the crew shall remain and discharge their duty; otherwise they shall, upon their request, be discharged, and receive each one month's wages in addition to the pay up to the time of discharge.

Fifteenth.—The Master shall pay all such responsible charges in the premises as shall be officially certified to him under the hand of the Consul or other commercial agent; but in case the inspectors report that the complaint is without any good or sufficient cause, the Master may retain from the wages of the complainants, in proportion to the pay of each, the amount of such charges, with such reasonable damages for detention on that account as the Consul or other commercial agent directing the inquiry may officially certify.

Sixteenth.—The crew of any vessel shall have the fullest liberty to lay their complaints before the Consul or commercial agent in any foreign port, and shall in no respect be restrained or hindered therein by the Master or any officer, unless some sufficient or valid objection exist against their landing; in which case, if any mariner desire to see the Consul or commercial agent, it shall be the duty of the Master to acquaint him with it forthwith; stating the reason why the mariner is not permitted to land, and that he is desired to come on board; whereupon it shall be the duty of such Consul or commercial agent to repair on board, and inquire into the causes of complaint, and to proceed thereon as this act directs.

Seventeenth.—In all cases where deserters are apprehended, the Consul or commercial agent shall inquire into the facts, and if satisfied that the desertion was caused by unusual or cruel treatment, the mariner shall be discharged, and receive, in addition to his wages to the time of the discharge, three months' pay; and the officer discharging him shall enter upon the crew-list and shipping articles the cause of discharge, and the particulars in which the cruel or unusual treatment consisted, and subscribe his name thereto officially.

Eighteenth.—If any Consul or commercial agent shall neglect or omit to perform seasonably the duties hereby imposed upon him, or shall be guilty of any malversation or abuse of power, he shall be liable to any injured person for all damages occasioned thereby; and for all malversation and corrupt conduct in office he shall be liable to indictment, and on conviction by any court of competent juris-



diction, shall be fined not less than one nor more than ten thousand dollars, and be imprisoned not less than one nor more than five years.

Nineteenth.—If any Master of a vessel shall proceed on a foreign voyage without the documents herein required, or refuse to produce them when required, or to perform the duties imposed by this act, or shall violate the provisions thereof, he shall be liable to each and every individual injured thereby, in damages, and shall, in addition thereto, be liable to pay a fine of one hundred dollars for each and every offense, to be recovered by any person suing therefor, in any court of the United States in the district where such delinquent may reside or be found.

Twentieth.—It shall be the duty of the boarding-officer to report all violations of this act to the Collector of the port whereany vessel may arrive, and the Collector shall report the same to the Secretary of the Treasury, and to the Attorney of the United States in his district.

We, the undersigned, late mariners on board the \_\_\_\_\_, on her late voyage, described on the other side of this instrument, and now performed to this place of payment, do hereby, each one for ourselves, with our signatures, acknowledge to have received of \_\_\_\_\_, agent or owner of said \_\_\_\_\_, the full sum hereunder set against our names; it being in full amount of our wages for our services, and of all demands for *assault and battery*, or *imprisonment*, of whatever name or nature, against said \_\_\_\_\_, her owner or officers, to the day of the date hereunder also set against our names.

Name.	Amount.	Amount in Writing.	Place and Date of Payment.	Signature and Seal.	Witness to Signing.

**Stamps.**—See Form No. 8.

**Note.**—This is a contract entered into between the Master and crew of an American vessel, on leaving an American port. If the vessel is bound for a foreign port, the Collector retains the original and delivers a certified copy to the Master. If the vessel is bound coastwise, no copy is required. The articles must be signed by the Master and crew in presence of a witness.

No. 396.

Statement of Duties illegally exacted in excess on  
imported by \_\_\_\_\_ of \_\_\_\_\_.

Issued under Treasury instructions.

Statement of Duties exacted in error \_\_\_\_\_, and paid  
by \_\_\_\_\_, of \_\_\_\_\_, on \_\_\_\_\_, imported by \_\_\_\_\_.

Refund. .

COLLECTOR'S OFFICE, SAN FRANCISCO, CAL., }  
\_\_\_\_\_, 18 \_\_\_\_ }  
\_\_\_\_\_, Collector.

COUNTERSIGNED.

Hon. \_\_\_\_\_, Secretary of the Treasury.  
\_\_\_\_\_, Naval Officer.

DISTRICT OF SAN FRANCISCO, CAL., }  
\_\_\_\_\_, 186 \_\_\_\_ }

I certify that the duties on the within goods have been paid into  
the Treasury, and no part paid back, and that \_\_\_\_\_ not  
indebted to the United States, on the records of this office.

\_\_\_\_\_, Naval Officer. \_\_\_\_\_, Collector.

PROTEST.

State of California, }  
City and County of San Francisco, } ss.

Personally appeared before me, \_\_\_\_\_ a Notary Public  
for the county aforesaid, duly commissioned and sworn \_\_\_\_\_,  
to me known, \_\_\_\_\_, who did depose and say, that the  
within statement is just and true; that \_\_\_\_\_ of said goods  
and merchandise; and that the claim has not been alienated by law  
or otherwise.

Sworn and subscribed before me, this \_\_\_\_\_ . }  
\_\_\_\_\_, Notary Public. }



DEBTOR AND CREDITOR.—See AGREEMENT AND CONTRACT.

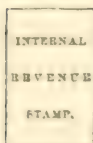
## Declaration.

No. 397.

BLANK PUBLISHED.

### Declaration of Homestead.

Know all men by these presents: That *J. John Doe*, of the *City and County of San Francisco*, State of California, do hereby certify and declare that *I am* married, and that *I* do now, at the time of making this declaration, reside with *my* family on the lot of land and premises situate, lying, and being in the *City and County of San Francisco*, State of California, bounded and described as follows, to wit.



[*Description.*]

And that it is *my* intention to use and claim the said lot of land and premises, together with the dwelling-house thereon, and its appurtenances, as a homestead, and *I* do hereby select and claim the same as a homestead, under the provisions of an Act of the Legislature of the State of California, entitled "An Act to Exempt the Homestead and other Property from forced sale in certain cases," passed April twenty-first, one thousand eight hundred and fifty-one, and of the several acts amendatory thereof, and supplementary thereto.

In witness whereof, *I* have hereunto set *my* hand and seal, this *8th* day of *August*, one thousand eight hundred and sixty-four.

*John Doe.* [L. S.]

**Acknowledgment and Recording.**—The declaration shall be signed by the party making the same, and acknowledged and recorded as conveyances affecting real estate are required to be acknowledged and recorded; and from and after the filing for record of said declaration, the husband and wife shall be deemed to hold said homestead as joint tenants.—*Gen. Laws*, 3541. See also 3542, 3543, and 3544.

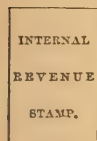
**Stamps.**—See Form No. 152.

No. 398.

BLANK PUBLISHED.

## Declaration of Abandonment of Homestead.

Know all men by these presents: That *we*, *John Doe and Jane Doe*, his wife, of the *City and County of San Francisco*, State of California, do hereby abandon, release, and discharge from any and all claim by *us* as a homestead, the lot of land and premises situate, lying, and being in the *City and County of San Francisco*, State of California, bounded and described as follows, to



wit:

[Description.]

Together with the tenements and appurtenances thereunto belonging.

In witness whereof, *we* have hereunto set *our* hands and seals, this *15th* day of *August*, A. D. 186*4*.

*John Doe.* [L. S.]

*Jane Doe.* [L. S.]

**Acknowledgment and Recording.**—The homestead shall be deemed to be abandoned when a declaration thereof in writing, executed and acknowledged by the owner thereof, and executed and acknowledged by the wife, if the owner be married, and the wife be a resident of this State, in the same manner as required by law in the case of the conveyance by her of her separate real property, is filed for record in the Recorder's office in which the declaration of claim to the same is recorded.—*Gen. Laws*, 3542.

**Stamps.**—See Form No. 152.

---

**DECREE.**—See DISTRICT COURT. PROBATE COURT.

## Deed.

See also AGREEMENT AND CONTRACT.

No. 399.

BLANK PUBLISHED.

### Administrator's Deed.

This indenture, made the *twentieth* day of *January*, Anno Domini eighteen hundred and sixty-four, at the *City and County* of *San Francisco*, State of California, by and between *Mary Jones*, the duly appointed and qualified administrator of the estate of *Thomas Jones*, deceased, late of said *city and county*, the party of the first part, and *Stephen Wright*, of the said *city and county*, the party of the second part, witnesses:

That whereas, on the *seventh* day of *December*, A. D. eighteen hundred and sixty-three, the Probate Court within and for the said *City and County of San Francisco*, State of California, made an order of sale authorizing the said party of the first part to sell certain real estate of the said *Thomas Jones*, deceased, situated in the said *City and County of San Francisco*, State of California, and specified and particularly described in said order of sale, either in one parcel or in subdivisions, as the said party of the first part should judge most beneficial to said estate: a certified copy of which order of sale was recorded in the office of the County Recorder of the said *City and County of San Francisco*, within which the said land is situated, on the *eighteenth* day of *January*, A. D. eighteen hundred and sixty-four, at 11<sup>30</sup> o'clock *A. M.*, in *Volume 24* of *Miscellaneous Records*, page *100*, and which said order of sale now on file and of record in said Probate Court, and which said record thereof in said Recorder's office are hereby referred to and made a part of this indenture:

And whereas, under and by virtue of said order of sale, and pursuant to legal notices given thereof, the said party of the first part, on the *fourth* day of *January*, A. D. eighteen hundred and sixty-*four*, at the *auction sales-rooms* of *John Middleton & Son* in said *city and county*, between the hours of nine o'clock in the morning and the setting of the sun on the same day, to wit: at *12* o'clock *M.*, offered for sale in *one parcel* (judging it most beneficial to said estate), at *public auction*, and subject to confirmation by said Probate Court, the said real estate situated in the said *City and County of San Francisco*, and specified and described in said order of sale as aforesaid, and at such sale the said party of the second part became the purchaser of the *whole of* said real estate hereinafter particularly described, for the sum of *three thousand and one hundred* dollars, *gold coin of the United States*, he being the highest and best bidder, and that being the highest and best sum bid:

And whereas, the said Probate Court, upon the due and legal return of *her* proceedings under the said order of sale, made by the said party of the first part, on the *fifth day of January*, A. D. eighteen hundred and sixty-*four*, after making the said sale, *and upon due and legal notice of at least ten days, given in such manner as the judge of said court had directed*, did on the *eighteenth* day of *January*, A. D. eighteen hundred and sixty-*four*, make an order confirming said sale, and directing conveyances to be executed to the said party of the second part: a certified copy of which order of confirmation was recorded in the office of the said County Recorder of said *City and County of San Francisco*, within which the said land sold is situated, on the *eighteenth* day of *January*, A. D. eighteen hundred and sixty-*four*, at *11 40* o'clock *A. M.*, in *Libor "M," of Miscellaneous Records, page 105*, and which said order of confirmation now on file and of record in said Probate Court, and which said record thereof in said Recorder's office, are hereby referred to and made a part of this indenture:

Now, therefore, the said *Mary Jones*, administratrix of the estate of said *Thomas Jones*, deceased, as aforesaid, the party of the first part, pursuant to the order last aforesaid, of the said Probate



Court, for and in consideration of the said sum of *three thousand and one hundred* dollars, *gold coin of the United States*, to *her* in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell, and convey unto the said party of the second part, *his* heirs and assigns forever, all the right, title, interest, and estate of the said *Thomas Jones*, deceased, at the time of *his* death, and also all the right, title, and interest that the said estate, by operation of law or otherwise, may have acquired, other than or in addition to that of said intestate at the time of *his* death, in and to all that certain lot , piece , or parcel , of land, situated, lying, and being in said *City and County of San Francisco*, State of California, and bounded and particularly described as follows, to wit :

*Commencing at a point in the easterly line of Leavenworth Street, sixty-eight (68) feet nine (9) inches south-eily from the southeast corner of Chestnut and Leavenworth Streets; running thence southeily along said easterly line of Leavenworth Street sixty-eight (68) feet nine (9) inches; thence at right angles easterly one hundred and thirty-seven (137) feet six (6) inches; thence at right angles northeily sixty-eight (68) feet nine (9) inches; and thence at right angles westerly one hundred and thirty-seven (137) feet six (6) inches to the place of commencement; being the southeily half of the lot known on the official map of said city as 50 vara lot No. " 690."* Together with the tenements, hereditaments, and appurtenances whatsoever to the same belonging or in any wise appertaining.

To have and to hold, all and singular the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, *his* heirs and assigns, to *his* and their sole use, benefit, and behoof forever.

In witness whereof, the said party of the first part, administratrix as aforesaid, has hereunto set *her* hand and seal , the day and year first above written.

*Mary Jones, [In s.]*  
*Administratrix of the estate of*  
*Thomas Jones, deceased.*



Signed, sealed, and delivered, in the presence of }  
*John Smith.* }

State of California, }  
*City and County of San Francisco,* } ss.

Be it known, that on this *twentieth* day of *January*, A. D. eighteen hundred and sixty-four, personally appeared before me, a Notary Public within and for the *city and county* aforesaid, *Mary Jones*, personally known to me to be the person described in and who executed the foregoing deed, as the administratrix of the estate of *Thomas Jones*, deceased, and *she* acknowledged to me that *she*, as the administratrix of the said estate of *Thomas Jones*, deceased, executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my seal of office, the day and year last above written.

*R. H. Sinton,*  
 Notary Public.

(Notarial Seal.)

**Acknowledgment and Recording.**—See Form No. 71.

**Stamps.**—Conveyance, deed, instrument, or writing, whereby any lands, tenements, or other realty sold shall be granted, assigned, transferred, or otherwise conveyed to, or vested in, the purchaser or purchasers, or any other person or persons by his, her, or their direction, when the consideration or value does not exceed \$500, 50 cents; when the consideration exceeds \$500, and does not exceed \$1,000, \$1; and for every additional \$500, or fractional part thereof, in excess of \$1,000, 50 cents.—*Schedule B of U. S. Internal Revenue Act of June 30, 1864.*

See also Form No. 1.

## No. 400.

### Deed of Bargain and Sale.—Simple Form.



I, A. B., in consideration of the sum of five hundred dollars to me paid by C. D., do hereby grant, bargain, and sell to the said C. D., that lot of land

[*Location and Description.*]

with all and singular the rights and appurtenances thereof.

Witness my hand and seal, May 5th, 1859.

A. B. [L. s.]

Sealed and delivered in presence of }  
\_\_\_\_\_.

**Acknowledgment and Recording.**—See Form No. 71.

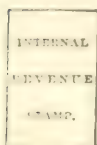
**Stamps.**—See Form No. 399.

### No. 401.

BLANK PUBLISHED.

#### Deed of Bargain and Sale.—Another Form.

This indenture, made the *fourteenth* day of *May*, in the year of our Lord one thousand eight hundred and sixty-four, between *J. B. Helleman, of Lakeport, County of Lake, State of California, the party of the first part, and J. H. Thompson, of Big Valley, county aforesaid, the party of the second part, witnesses:* That the said *party* of the first part, for and in consideration of the sum of *fifty* dollars, *gold coin* of the United States of America, to *him* in hand paid by the said *party* of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, conveyed and confirmed, and by these presents *does* grant, bargain and sell, convey and confirm unto the said *party* of the second part, and to *his* heirs and assigns forever, all



[*Description.*]

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, *claim of homestead*, property, possession, claim, and demand whatsoever, as well in law as in equity, of the said *party* of the first part, of, in, or to the said premises, and every part and parcel thereof, with the appurtenances. To have and to hold, all and singular, the said premises, together with the appurtenances, unto the said *party* of the second part, *his* heirs and assigns forever.

In witness whereof, the said party of the first part has hereunto set *his* hand and seal, the day and year first above written.

*J. B. Holloway.* [L. S.]

Signed, sealed, and delivered, in the presence of

*W. R. Mathews.* }  
*J. C. Cigler.* }

**Acknowledgment.**—See Form No. 71.

**Blanks.**—These are printed on sheets of flat cap.

**Recording.**—See Form No. 71.

**Stamps.**—See Form No. 399.

---

### No. 402.

BLANK PUBLISHED.

### Deed of Bargain and Sale.

Same Form as No. 401.

**Blanks.**—These are printed on sheets of folio post.

---

### No. 403.

BLANK PUBLISHED.

### Deed of Bargain and Sale.

Same Form as No. 401.

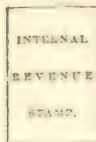
**Blanks.**—These are printed on sheets of folio post, and have a very large space for description of property.

No. 404.

BLANK PUBLISHED.

## Deed of Bargain and Sale.—Another Form.

This indenture, made the *fourteenth* day of *May*, in the year of our Lord one thousand eight hundred and *sixty-four*, between *James W. Robertson, of the Town of Snelling, County of Meeker, State of California, the party of the first part, and J. D. Wigginton, of said town*, the party of the second part, witnesses: That the said party of the first part, for and in consideration of the sum of *four hundred and fifty* dollars, *gold coin* of the United States of America, to *him* in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, conveyed and confirmed, and by these presents *does* grant, bargain and sell, convey and confirm unto the said party of the second part, and to *his* heirs and assigns forever, all that certain lot, piece, or parcel of land situate, lying, and being in the *said Town of Snelling, in said County of Meeker, State of California*, and bounded and particularly described as follows, to wit:



## [Description.]

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof: and also all the estate, right, title, interest, *claim of homestead*, property, possession, claim, and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in, or to the said premises, and every part and parcel thereof, with the appurtenances. To have and to hold, all and singular the said premises, together with the appurtenances, unto the said party of the second part, *his* heirs and assigns forever.

In witness whereof, the said party of the first part has hereunto set *his* hand and seal, the day and year first above written.

*James W. Robertson.* [L. S.]

Signed, sealed, and delivered, in the presence of

*John W. Best.*  
*Henry A. Skelton.* }

**Acknowledgment.**—See Form No. 71.

**Blanks.**—These are printed on sheets of flat cap.

**Recording.**—See Form No. 71.

**Stamps.**—See Form No. 399.

---

### No. 405.

BLANK PUBLISHED.

#### Deed of Bargain and Sale.

Same Form as No. 404.

**Blanks.**—These are printed on sheets of folio post.

---

### No. 406.

BLANK PUBLISHED.

#### Deed of Bargain and Sale.

Same Form as No. 404.

**Blanks.**—These are printed on sheets of folio post, having a very large blank space for the description of property.

---

### No. 407.

Deed to C. D., to hold until E. F. shall become of Age, and then to E. F. in Fee; or, if E. F. shall Die before the Age of Twenty-one Years, then to C. D. in Fee.

Know all men by these presents: That I, A. B., of, &c., in consideration of                      dollars, gold coin of the United States, to be paid by C. D., of                      , &c., and other good and valuable considerations, do hereby give, grant, bargain, sell, and convey unto the said C. D. and his son E. F., the following described tract or parcel of land, situate in                      , bounded and described as follows, to wit:





[*Description of the Land.*]

with all the privileges and appurtenances thereto belonging.

To have and to hold the above granted premises unto the said C. D., for and during the minority of his son E. F., and until the said E. F. shall arrive at the age of twenty-one years; and unto the said E. F., and his heirs, to his and their own use, in case he shall arrive at the full age of twenty-one years; but in case the said E. F. shall de- cease before he arrives at the age of twenty-one years, then unto the said C. D. and his heirs and assigns, to their own use forever.

In witness whereof, &c.

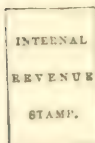
Acknowledgment and Recording.—See Form No. 71.

Stamps.—See Form No. 399.

## No. 408.

## Deed upon Condition.

This indenture, made the seventeenth day of September, in the year of our Lord one thousand eight hundred and sixty-four, between Richard Roe, of the City and County of San Francisco, State of California, the party of the first part, and John Doe, of the County of Sonoma, State aforesaid, the party of the second part, witnesses: That the said party of the first part, for and in consideration of the acceptance of this conveyance by the said party of the second part, subject to the proviso and upon the condition hereinafter mentioned and expressed, and for and in the further consideration of the sum of one hundred dollars, lawful money of the United States of America, to him in hand paid by the said party of the second part, at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed, and confirmed, and by these presents does grant, bargain, sell, alien, remise, release, convey, and confirm, unto the said party of the second part, and to his heirs and assigns forever, but subject to the said proviso and upon the said condition, all that certain lot, piece,



or parcel of land, situate, lying, and being in the town of Santa Rosa, in the County of Sonoma, State of California, bounded and particularly described as follows, to wit:

[*Description.*]

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

And also, all the estate, right, title, interest, property, possession, claim, and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in, or to the above-described premises, and every part and parcel thereof, with the appurtenances.

To have and to hold, all and singular the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, his heirs and assigns forever.

Provided, however, and this conveyance is made and accepted upon this express condition, that the said party of the second part, his heirs, executors, administrators, tenants, sub-tenants, lessees, or assigns, or any person or persons claiming or occupying under them, or either of them, said land and premises, or any part thereof, will and shall not use or employ, nor, either directly or indirectly, suffer, allow, or permit any other person or persons whatever to use or employ the said land and premises, or any part thereof, for the purpose of carrying on, exercising, or conducting any business, trade, employment, or mechanic art, or any profession, calling, or vocation, or any commerce, traffic, barter, or purchase or sale of goods, commodities, wares, merchandise, productions, or property of any kind, or the manufacture of any kind of goods, wares, or merchandise, or as a place of public amusement, show, or exhibition, or of any species of gaming or gambling, or for any other purpose whatever, except, solely and exclusively, for the purpose of a private dwelling or residence; and should the said party of the second part, his executors, administrators, tenants, sub-tenants, lessees, or assigns, or any person or persons claiming or occupying under them, or either of them, said land and premises, or any part thereof, use or employ, or, either directly or indirectly, suffer, allow, or permit any other person or persons whatever to use or employ the said land and premises, or any part thereof,

for any purpose whatever, except the said purpose of a private dwelling or residence, then, and in that case, this conveyance shall immediately thereupon become null and void, and of no effect whatever, the whole of the estate above granted and conveyed, and any and all improvements thereon, shall immediately revert to, and become the property of, the said party of the first part, his heirs and assigns forever, to be held and enjoyed by him and them forever; and the said party of the first part hereby expressly reserves to himself and his heirs the right to enter upon said land and premises, and to take absolute possession thereof, and of any and all improvements thereon, for and upon the breach of the aforesaid condition.

In witness whereof, the said party of the first part has hereto set his hand and seal, the day and year first above written.

RICHARD ROE. [L. S.]

Signed, sealed, and delivered, in the presence of }  
 EZRA STYLES. }  
 PAUL BROWN. }

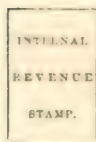
**Acknowledgment and Recording.**—See Form No. 71.

**Stamps.**—See Form No. 399.

### No. 409.

#### Deed of Confirmation on Coming of Age.

This indenture, made, &c., between A. B., of, &c., of the first part, and C. D., of, &c., of the second part: Whereas, by a certain deed of bargain and sale, bearing date on or about the, &c., and made between C. B. and A. B., of the one part, and the said C. D., of the other part, for the consideration of



dollars, the premises therein mentioned, and herein after intended to be released and confirmed, are thereby granted and conveyed, or intended so to be, unto and to the use of the said C. D., his heirs and assigns forever; as by the said indenture of bargain and sale, reference being thereunto had, may more fully appear. And whereas, the said A. B., at the time of the date and

making the said in part recited indenture of bargain and sale, was not of the age of twenty-one years, but has since attained to such age, and has this day, and before the execution of these presents, duly sealed and delivered the said in part recited indenture of bargain and sale: Now, this indenture witnesses: That, as well in the performance of a covenant for further assurance in the said indenture of bargain and sale contained, as also for and in consideration of the sum of

dollars, gold coin of the United States, to the said A. B. in hand paid by the said C. D., the receipt whereof the said A. B. does hereby acknowledge, the said A. B. has remised, released, aliened, and quit-claimed, and by these presents does absolutely remise, release, alien, and forever quit-claim and confirm, unto the said C. D., in his actual possession now being, by virtue of the before-mentioned indenture of bargain and sale, and to his heirs and assigns, all

[*Description.*]

To have and to hold the above-mentioned premises to the use of the said C. D., his heirs and assigns forever. [*Insert such covenants as may be necessary.*]

In witness, &c.

**Acknowledgment and Recording.**—See Form No. 71.

**Stamps.**—See Form No. 399.

## No. 410.

### Same by Endorsement.

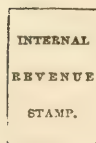
Be it known, that the within indenture was executed by A. B. therein named, while under the age of twenty-one years, who has now attained his full age of twenty-one years; and that the said A. B. has, on this            day of           , sealed and delivered this present indenture as his own act and deed.

In witness whereof, the said A. B. has hereunto set his hand and seal, the day and year above written.

Signed, sealed, &c.

**Acknowledgment and Recording.**—See Form No. 71.

**Stamps.**—See Form No. 399.





## No. 411.

## Deed of Confirmation.—Concluding Part.

The premises hereby conveyed being the same which were heretofore conveyed, or intended to be conveyed, by said party of the first part to one A. B., on and bearing date the 14th day of December, A. D. 1859, and recorded in the County Recorder's Office of the County of San Francisco, in Liber 1 of Deeds, at page 100, December 14th, 1859. The title and interest of said A. B. in said premises having, since that time, become vested in the said party of the second part—this deed being executed by way of confirmation of the said deed so executed to the said A. B., and for the purpose of vesting the title to such premises in his grantee thereof.

In witness whereof, the said party of the first part has hereunto set his hand and seal, the day and year first above written.

Signed, sealed, and delivered, in the presence }  
of \_\_\_\_\_ }

Acknowledgment and Recording.—See Form No. 71.  
Stamps.—See Form No. 399.

## No. 412.

## Corporation Deed.

This indenture, made the \_\_\_\_\_ day of \_\_\_\_\_, in the year one thousand eight hundred and sixty-four, between the Mokelumne Mining Canal Company, of the first part, and C. D., of, &c., to have and to hold the above granted, bargained, and described premises, with the appurtenances, unto the said party of the second part, his heirs and assigns, to his and their own proper use and benefit forever.

In witness whereof, the said party of the first part has hereunto



caused their corporate seal to be affixed, and these presents to be subscribed by their president [*or secretary, or, as the case may be*].

B. C. [L. S.]

President of the Company.

Signed, sealed, and delivered, in the }  
presence of M. N. }

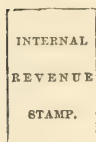
**Acknowledgment and Recording.**—See Form No. 71.

**Stamps.**—See Form No. 399.

### No. 413.

#### Deed of Exchange of Lands.

This indenture, made, &c., between A. B., of, &c., of the first part, and C. D., of, &c., of the second part, witnesses: That the said



A. B., in consideration of the conveyance hereinafter made to him by the said C. D., of lands of the value of at least one thousand dollars, and of the sum of five hundred dollars in cash, gold coin of the United States, in hand paid to said A. B. by said C. D., has given and granted, and by these presents does give and grant unto the said C. D., his heirs and assigns

[*Description.*]

with all and every of the appurtenances, said lands being of the value of at least one thousand five hundred dollars, in exchange of and for the lands hereinafter mentioned of the said C. D., and for the additional consideration of money as above expressed: To have and to hold the said premises, with the appurtenances, to the said C. D., his heirs and assigns forever. And the said A. B. does covenant, &c. [*Insert such covenants as may be necessary.*] And the said C. D. has likewise, on his part, given and granted, and by these presents does give and grant unto the said A. B., his heirs and assigns

[*Description.*]

with all and every of the appurtenances, said lands being of the value of at least two thousand dollars, in exchange of and for the premises first above described: To have and to hold the above-granted prem-

ises, with the appurtenances, to the said A. B., his heirs and assigns, forever, as aforesaid. And the said C. D. does covenant, &c. [as above].

In witness whereof, the said parties have hereunto set their hands and seals, &c.

**Acknowledgment and Recording.**—See Form No. 71.

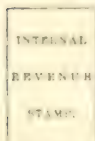
**Stamps.**—See Form No. 399.

## No. 414.

BLANK PUBLISHED.

### Executors' Deed.

This indenture, made the *twelfth* day of *November*, Anno Domini eighteen hundred and sixty-four, at the *City and County of Sacramento*, State of California, by and between *Timothy Markham and Golden Bennett*, the duly appointed and qualified executors of the last will and testament of *Paul Clifford*, deceased, late of said *City and County of Sacramento*, the parties of the first part, and *James L. English*, of the said *City and County of Sacramento*, the party of the second part, witnesses:



That whereas, on the *third* day of *October*, A. D. eighteen hundred and sixty-four, the Probate Court within and for the said *City and County of Sacramento*, State of California, made an order of sale authorizing the said parties of the first part to sell certain real estate of the said *Paul Clifford*, deceased, situated in the said *City and County of Sacramento*, State of California, and specified and particularly described in said order of sale, either in one parcel or in subdivisions, as the said parties of the first part should judge most beneficial to said estate: a certified copy of which order of sale was recorded in the office of the County Recorder

of the said *City and County of Sacramento*, within which the said land is situated, on the *eighth* day of *November*, A. D. eighteen hundred and sixty-four, at  $3\frac{1}{2}$  o'clock *P. M.*, in *Book "C," Miscellaneous Records, pages 140, 141, and 142*, and which said order of sale now on file and of record in said Probate Court, and which said record thereof in said Recorder's office, are hereby referred to and made a part of this indenture :

And whereas, under and by virtue of said order of sale, and pursuant to legal notices given thereof, the said *parties* of the first part, on the *twenty-fourth* day of *October*, A. D. eighteen hundred and sixty-four, at the *office of the said Gordon Bennett*, in said *City and County of Sacramento*, between the hours of nine o'clock in the morning and the setting of the sun on the same day, to wit : at 12 o'clock *M.*, offered for sale in *one parcel*, judging it most beneficial to said estate, at *public auction*, and subject to confirmation by said Probate Court, the said real estate, situated in the said *City and County of Sacramento*, and specified and described in said order of sale as aforesaid, and at such sale the said *party* of the second part became the purchaser of the *whole of* said real estate, hereinafter particularly described, for the sum of *one thousand* dollars, *gold coin of the United States*, he being the highest and best bidder , and that being the highest and best sum bid :

And whereas, the said Probate Court, upon the due and legal return of *their* proceedings under the said order of sale, made by the said *parties* of the first part, on the *25th day of October*, A. D. eighteen hundred and sixty-four, after making the said sale, and *upon due and legal notice of at least ten days, given in such manner as the judge of said court had directed*, did, on the *seventh* day of *November*, A. D. eighteen hundred and sixty-four, make an order confirming said sale, and directing conveyances to be executed to the said *party* of the second part : a certified copy of which order of confirmation was recorded in the office of the said County Recorder of said *City and County of Sacramento*, within which the said land sold is situated, on the said *eighth* day of *November*, A. D. eighteen hundred and sixty-four, at  $3\frac{1}{2}$  o'clock *P. M.*, in *Book "C," Miscellaneous Records, p*

123, and which said order of confirmation now on file and of record in said Probate Court, and which said record thereof in said Recorder's office, are hereby referred to and made a part of this indenture:

Now, therefore, the said *Timothy Harkham and Gordon Bennett*, executors of the last will and testament of said *Paul Clifford*, deceased, as aforesaid, the parties of the first part, pursuant to the order last aforesaid, of the said Probate Court, for and in consideration of the said sum of *one thousand* dollars, *gold coin of the United States*, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, and conveyed, and by these presents do grant, bargain, sell, and convey unto the said party of the second part, *his* heirs and assigns forever, all the right, title, interest, and estate of the said *Paul Clifford*, deceased, at the time of *his* death, and also all the right, title, and interest that the said estate, by operation of law or otherwise, may have acquired, other than or in addition to that of said testator at the time of *his* death, in and to all that certain lot, piece, or parcel of land, situated, lying, and being in said *City and County of Sacramento*, State of California, and bounded and particularly described as follows, to wit:

*Commencing at a point on the west line of Twelfth Street, distant thirty (30) feet southerly from the south-west corner of "K" and Twelfth Street; running thence southerly along said west line of Twelfth Street twenty-five (25) feet; thence at right angles westerly and parallel to "K" Street one hundred (100) feet; thence at right angles northerly and parallel to Twelfth Street twenty-five (25) feet; and thence at right angles easterly and parallel to "K" Street one hundred (100) feet, to the said point of commencement.*

Together with the tenements, hereditaments, and appurtenances whatsoever to the same belonging or in any wise appertaining.

To have and to hold all and singular the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, *his* heirs and assigns, to *his* and their sole use, benefit, and behoof forever.

In witness whereof, the said parties of the first part, executors as



aforesaid, have hereunto set *their* hands and seals, the day and year first above written.

*Timothy Maikham.* [L. S.]

*One of the Executors of the last Will and Testament of Paul Clifford, deceased.*

*Golden Bennett.* [L. S.]

*One of the Executors of the last Will and Testament of Paul Clifford, deceased.*

Signed, sealed, and delivered, in the presence of }  
*Robert Watson.* }

State of California,

*City and County of Sacramento,* } ss.

Be it known, that on this *twelfth* day of *November*, A. D. eighteen hundred and sixty-four, personally appeared before me, a Notary Public within and for the *city and* county aforesaid, *Timothy Maikham and Golden Bennett*, personally known to me to be the persons described in, and who executed, the foregoing deed, as the *executors* of the last will and testament of *Paul Clifford*, deceased, and *they* acknowledged to me that *they*, as the *executors* of the last will and testament of said *Paul Clifford*, deceased, executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my seal of office, the day and year last above written.

*Prescott Robinson,*  
Notary Public.

(Notarial Seal.)

**Acknowledgment and Recording.**—See Form No. 71.

**Stamps.**—See Form No. 399.

---

No. 415.

**Executor's Deed.—Another Form.**

This indenture, made the thirtieth day of September, Anno Domini



eighteen hundred and sixty-two, at the City and County of San Francisco, State of California, by and between John A. McGlynn, the duly appointed and qualified, and sole acting executor of the last will and testament of David C. Broderick, deceased, late of said City and County of San Francisco, party of the first part, and John Doe, of the said city, county, and State, party of the second part, and Erwin Davis, William R. Garrison, and Isaac W. Colton, of the same place, parties of the third part, witnesses:



That whereas, on the seventh day of November, A. D. 1861, the Probate Court within and for the City and County of San Francisco made an order of that date, authorizing and directing the said party of the first part to sell certain real estate of the said David C. Broderick, deceased, situated in the said City and County of San Francisco, and particularly set forth and described in said order of sale, either as the same was therein described, or in such subdivisions and parcels as in his judgment would secure the largest price; a certified copy of which order of sale is on record in the office of the County Recorder of the said City and County of San Francisco, in Book "II of Miscellaneous Records," page 568 and following, and is hereby referred to and made part of this indenture:

And whereas, under and by virtue of said order of sale, and pursuant to legal notices given thereof, the said executor, on the 13th day of September, A. D. 1862, at Platt's Music Hall, in said City and County of San Francisco, between the hours of 11 o'clock A. M., and the setting of the sun on said day, offered for sale to the highest bidder, at public auction, the real estate situated in the said City and County of San Francisco, and described in said order of sale; and at such sale the said party of the second part became the purchaser, for the sum of one thousand dollars, gold coin of the United States of America, being the highest bid offered therefor, of the parcel or subdivision of land hereinafter particularly described:

And whereas, the said Probate Court, upon the return of said sales, made at the September term thereof, A. D. 1862, by the said executor, did, on the twenty-ninth day of September, A. D. 1862, that day having been fixed for said return by the order of said Probate Court, made and entered on the fifteenth day of September, A. D. 1862, and

after due notice given, make an order confirming said sales in part, and directing conveyances to be made therefor, and, among others, confirming to said party of the second part the sale of the parcel or subdivision of land hereinafter more particularly described, and directing a conveyance to be executed therefor; a certified copy of which order, confirming said sales and directing such conveyances, is recorded in the office of the County Recorder of the said City and County of San Francisco, in Book "J of Miscellaneous Records," page 15 and following, and is hereby referred to and made part hereof:

Now, therefore, the said John A. McGlynn, executor as aforesaid, party of the first part, pursuant to the order of the said Probate Court, for and in consideration of the sum of one thousand dollars, gold coin of the United States of America, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell, and convey unto the said party of the second part, his heirs and assigns forever, all the right, title, interest, and estate of the said testator, David C. Broderick, at the time of his death, and also all right, title, and interest acquired by the said executor for the estate of said Broderick since his decease, in and to the following described piece or parcel of land, situated in said City of San Francisco, to wit:

[*Description.*]

Together with the tenements, hereditaments, and appurtenances whatsoever to the same belonging or appertaining:

To have and to hold all and singular the above-mentioned and described premises, together with the appurtenances, unto the said party of the second part, his heirs and assigns, to his and their sole use, benefit, and behoof forever.

And the said parties of the third part, in token of their consent to the said proceedings in said Probate Court, and of their approval thereof, and in consideration of the sum of one dollar, to them in hand paid, the receipt whereof from said party of the second part is hereby acknowledged, do hereby remise, release, and quit-claim to said party of the second part all their right, title, and interest in and to the above granted and described premises, with all their appurtenances.

In witness whereof, the said party of the first part, executor as aforesaid, and the said parties of the third part, individually, have hereunto set their hands and seals, the day and year first above written.

JOHN A. MCGLYNN, [L. S.]

Executor of the last Will and Testament of  
David C. Broderick, deceased.

ERWIN DAVIS. [L. S.]

WILLIAM R. GARRISON. [L. S.]

ISAAC W. COLTON. [L. S.]

Signed, sealed, and delivered, in presence of }

H. A. COBB. }

R. H. SINTON. }

State of California,  
City and County of San Francisco, } ss.

Be it known, that on this thirtieth day of September, A. D. 1862, personally appeared before me, R. H. Sinton, a Notary Public within and for the city and county aforesaid, John A. McGlynn, executor of David C. Broderick, deceased, Erwin Davis, William R. Garrison, and Isaac W. Colton, personally known to me to be the persons described in and who executed the foregoing deed, the first as executor of David C. Broderick, deceased, and the others individually and severally acknowledged to me that they, the first as executor of David C. Broderick, deceased, and the others individually, executed the same freely and voluntarily, for the uses and purposes therein mentioned.

In testimony whereof, I have hereunto set my hand and affixed my seal of office, the day and year last above written.

R. H. SINTON,  
Notary Public.

(Notarial Seal.)

**Acknowledgment and Recording**—See Form No. 71.

**Stamps.**—See Form No. 399.

## No. 416.

## Deed of Gift of Personal Estate.

Know all men by these presents: That I, A. B., of, &c., in consideration of the natural love and affection which I have and bear for my sister, C. B., and also for divers other good causes and considerations, me, the said A. B., hereunto moving, have given, granted, and confirmed, and by these presents do give, grant, and confirm, unto the said C. B., all and singular my goods, chattels, and personal estate, of every name and nature, in whose hands, custody, or possession soever, they be [*or, the following goods and chattels, to wit*]:

[*Description.*]

To have and to hold all and singular the said goods, chattels, and personal estate aforesaid [*or, goods and chattels*], unto the said C. B., her executors, administrators, and assigns, to the only proper use and behoof of the said C. B., her executors, administrators, and assigns, forever. And I, the said A. B., all and singular the said goods, chattels, and personal estate aforesaid [*or, goods and chattels*], to the said C. B., her executors, administrators, and assigns, against me, the said A. B., my executors and administrators, and all and every other person or persons whatsoever, shall and will warrant, and forever defend.

In witness whereof, I have hereunto set my hand and seal, this day of \_\_\_\_\_, A. D. 1864. A. B. [L. s.]

Sealed, signed, and delivered, in the presence of {  
G. H. }

## No. 417.

Deed of Gift by a Father to a Son of his Personal Property,  
on Conditions.

This indenture, made, the, &c., between A. B., of, &c., of the one part, and C. B., of, &c., of the other part. Whereas, the said A. B., being the father of the said C. B., by reason of his age and infirmities,



is not capable of attending to his estate and affairs as formerly, and has therefore agreed, for advancement of the said C. B., to make over his property to the said C. B., so that the said C. B. should pay the debts of the said A. B., and afford him a maintenance as is hereinafter mentioned: now this indenture *witnesses*: That the said A. B., in order to carry the said agreement into effect, and in consideration of the natural love and affection which he has for and towards his son, the said C. B., and of the provisos, covenants, and agreements, hereinafter mentioned, by the said C. B. to be observed and performed, has given, granted, bargained, sold, and assigned, and by these presents does give, grant, bargain, sell, and assign, unto the said C. B., his executors, administrators, and assigns, all and singular, his household goods, and implements of household stock in trade, debts, rights, credits, and personal estate, whereof he is now possessed, or any ways interested in or entitled unto, of what nature or kind soever the same are, or whosoever or in whosoever hands they be, or may be found, with their and every of their rights, members, and appurtenances, to have and to hold the said goods, household stuff, stock in trade, debts, rights, and personal estate, and the other the premises, unto the said C. B., his executors, administrators, and assigns, forever, without rendering any account or being therefor in any wise accountable to the said A. B., his heirs, executors, or administrators, for the same.

And the said C. B., for himself, his heirs, executors, and administrators, does covenant, promise, grant, and agree, to and with the said A. B., his executors, administrators, and assigns, in manner and form following, that is to say: that he, the said C. B., his heirs, executors, and administrators, shall and will settle, pay, discharge, and satisfy, or cause to be settled, paid, discharged, and satisfied, all accounts debts, judgments, and demands, of every nature and kind whatsoever, now outstanding against, or now due from, or payable by the said A. B., or for the payment of which the said A. B. shall be liable, or be held liable, either at law or equity, on account of any matter, cause, or thing heretofore had, suffered, done, or performed, and at all times hereafter free, discharge and keep harmless and indemnified, the said A. B., his heirs, executors, and administrators, from all and every such accounts, debts, judgments, and demands, and from all actions, suits, and damages, that may to him or them arise, by reason of the



non-payment thereof; and, moreover, that the said C. B., his heirs, executors, and administrators, shall and will yearly, and every year during the term of the natural life of the said A. B., by four equal quarterly payments, the first to begin on the       day of       next, well and truly pay, or cause to be paid, in gold coin of the United States, to the said A. B., or his assigns, the sum of       for or toward his support or maintenance, and find or provide for him sufficient meat, drink, washing, lodging, apparel, and attendance, suitable to his state and situation, at the choice and election, from time to time, of the said A. B.

Provided always, and upon this condition, and it is the true intent and meaning of these presents, that if the said C. B., his heirs, executors, and administrators, shall neglect or refuse to pay the said accounts, debts, judgments, and demands, according to his covenant aforesaid, or shall suffer the said A. B. to be put to any cost, charge, trouble, or expense, on account of the same, or shall neglect or refuse to pay, in such gold coin, the said annual sum, in manner aforesaid, or to find and provide for the said A. B. as aforesaid, that then, in all, any, or either of the cases aforesaid, it shall and may be lawful to and for the said A. B., all and singular the premises hereby granted to take, repossess, and enjoy, as in his former estate.

In witness, &c.

---

### No. 418.

BLANK PUBLISHED.

### Deed of Gift of Real Estate.

This indenture, made the *thirty-first* day of *May*, in the year of our Lord one thousand eight hundred and sixty-four, between *James A. Clayton, of the County of Sierra, State of California, the party of the first part,* and *William Clayton, his son, of said county,* the party of the second part, witnesses: That the said party of the first part, for and in consideration of the love and affection which the said party of the first part has and bears



unto the said partu of the second part, as also for the better maintenance, support, protection, and livelihood of the said partu of the second part, has given, granted, aliened, and confirmed, and by these presents does give, grant, alien, and confirm unto the said partu of the second part, and to *his* heirs and assigns forever, all

[*Description.*]

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof. And also, all the estate, right, title, interest, *claim of homestead*, property, possession, claim, and demand, whatsoever, as well in law as in equity, of the said partu of the first part, of, in, or to the said premises, and every part and parcel thereof, with the appurtenances. To have and to hold, all and singular the said premises, together with the appurtenances, unto the said partu of the second part, *his* heirs and assigns forever.

In witness whereof, the said partu of the first part has hereunto set *his* hand and seal, the day and year first above written.

*James L. Clayton.* [L. s.]

Signed, sealed, and delivered, in the presence of

*Wm. D. Bliss.*

*D. D. Calder.*

**Acknowledgment.**—See Form No. 71.

**Blanks.**—These are printed on sheets of folio post.

**Recording.**—See Form No. 71.

**Stamps.**—See Form No. 399.

## No. 419.

### Deed of Gift of Real Estate.—Another Form.

This indenture, made, &c., between A. B., of, &c., of the one part, and R. B., son of the said A. B., of the other part, witnesses: That



the said A. B., as well for and in consideration of the natural love and affection which he, the said A. B., has and bears unto the said R. B., as also for the better maintenance, support, and livelihood of the said R. B., has given, granted, and confirmed, and by these presents does give, grant, and confirm, unto the said R. B., his heirs and assigns, all, &c.

[*Description.*]

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining; and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, property, claim, and demand whatsoever, of him, the said A. B., of, in, and to the said premises, and of, in, and to every part and parcel thereof, with the appurtenances: To have and to hold all and singular the premises hereby granted and confirmed, or mentioned, or intended so to be, with the appurtenances, unto the said R. B., his heirs and assigns, to the only proper use and behoof of him, the said R. B., his heirs and assigns, forever. And the said A. B., for himself, his heirs, executors, and administrators, does covenant, &c. [*For the necessary covenants, see Forms of Deeds and Covenants.*]

In witness whereof, the party of the first part hath hereunto set his hand and seal, the day and year above written.

A. B. [L. s.]

Signed, sealed, &c.

**Acknowledgment and Recording.**—See Form No. 71.

**Stamps.**—See Form No. 399.

---

No. 420.

BLANK PUBLISHED.

### Deed of Gift of Real Estate.—Another Form.

This indenture, made the *thirty-first* day of *May*, in the year of our Lord one thousand eight hundred and sixty-*four*, between



*J. T. Holmes, of Visalia, County of Tulare, and State of California, the party of the first part, and Robert Holmes, his son, of said Visalia, the party of the second part, witnesses: That the said party of the first part, for and in consideration of the love and affection which the said party of the first part has and bears unto the said party of the second part, as also for the better maintenance, support, protection, and livelihood of the said party of the second part, has given, granted, aliened, and confirmed, and by these presents does give, grant, alien, and confirm unto the said party of the second part, and to his heirs and assigns forever, all*

[*Description.*]

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and also, all the estate, right, title, interest, *claim of homestead*, property, possession, claim, and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in, or to the said premises, and every part and parcel thereof, with the appurtenances: To have and to hold all and singular, the said premises, together with the appurtenances, unto the said party of the second part, his heirs and assigns forever, to the separate and proper use and behoof of the said party of the second part, his heirs and assigns forever.

And the said party of the first part, for himself and his heirs, executors, and administrators, does hereby covenant, promise, and agree, to and with the said party of the second part, his heirs and assigns, that the said party of the second part, his heirs and assigns, shall and may, at all times hereafter, peaceably and quietly have, hold, use, occupy, possess, and enjoy the said premises, and every part and parcel thereof, with the appurtenances, without any let, suit, trouble, molestation, eviction, or disturbance of the said party of the first part, his heirs or assigns, or of any other person or persons lawfully claiming or to claim the same, by, from, or under him or them, or any of them; and that the same now are free, clear, discharged, and unencumbered, of and from all former and other grants, trusts, uses, titles, charges, estates, judgments, taxes, assessments, and encumbrances,



of what nature or kind soever, had, made, committed, done, or suffered by the said party of the first part, or any other person lawfully claiming or to claim the said premises, by, from, or under the said party of the first part. And also, that the said party of the first part, and *h<sup>i</sup>s* heirs, and all and every person or persons whomsoever, lawfully or equitably deriving any estate, right, title, or interest, of, in, or to the said premises, by, from, under, or in trust for *him or* them, shall and will, at any time or times hereafter, upon the reasonable request, and at the proper costs and charges in the law, of the said party of the second part, *h<sup>i</sup>s* heirs and assigns, make, do, and execute, or cause to be made, done, and executed, all and every such further and other lawful and reasonable acts, conveyances, and assurances in the law, for the better and more effectually vesting and confirming the premises hereby granted, or so intended to be, in and to the said party of the second part, *h<sup>i</sup>s* heirs and assigns forever, as by the said party of the second part, *h<sup>i</sup>s* heirs or assigns, or *h<sup>i</sup>s or* their counsel learned in the law, shall be reasonably advised or required. And the said party of the first part and *h<sup>i</sup>s* heirs, the above-described and hereby granted and released premises, and every part and parcel thereof, with the appurtenances, unto the said party of the second part, *h<sup>i</sup>s* heirs and assigns, against the said party of the first part, and *h<sup>i</sup>s* heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, by, through, or under *him or* them or any of them, shall and will warrant, and by these presents forever defend.

In witness whereof, the said party of the first part has hereunto set *h<sup>i</sup>s* hand and seal, the day and year first above written.

*J. T. Holmes.* [L. s.]

Signed, sealed, and delivered, in the presence of }

*H. N. Fattel.*

*T. P. Shackelford.* }

**Acknowledgment.**—See Form No. 71.

**Blanks.**—These are printed on sheets of folio post.

**Recording.**—See Form No. 71.

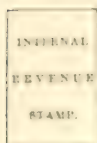
**Stamps.**—See Form No. 399.



## No. 421.

## Deed of Gift to a Married Woman.—Habendum Clause.

To have and to hold the same to her, the said \_\_\_\_\_, her heirs and assigns forever, to and for her and their sole and separate use, benefit, and behoof forever, as her separate property, and free from the management and control of her said husband, the rents, issues, and profits to be applied to her sole and separate use.



This conveyance being intended to operate by way of "gift," according to the meaning of that word as first used in the first section of an act entitled "An Act to Define the Rights of Husband and Wife," passed on the 17th day of April, 1850, by the Legislature of the State of California, and to be followed by the legal effects therein given to acquisitions to a married woman of property by "gift," to wit: That such acquisition shall be her separate property, and not the common property of the husband and wife; and it being also intended to secure to the said \_\_\_\_\_ the rents, issues, and profits of the said premises above described to her sole and separate use, in accordance with the provisions of the said act and the acts amendatory thereof.

In witness whereof, &c.

**Acknowledgment and Recording.**—See Form No. 71.

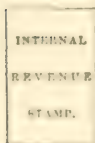
**Stamps.**—See Form No. 399.

## No. 422.

BLANK PUBLISHED.

## Guardian's Deed.

This indenture, made the *eighth* day of *April*, Anno Domini eighteen hundred and sixty-five, at the *City and County of San Francisco*, State of California, by and between *Mary Jones*, the duly appointed and qualified guardian of the *persons and estates of William Jones, Charlotte Jones, and Emma Jones*, minors, the party of the first part, and *Benjamin Rush, of the said city and county*, the party of the second part, witnesses: That



whereas, on the *fourteenth* day of *February*, A. D. eighteen hundred and sixty-five, the Probate Court within and for the *said City and County of San Francisco*, State of California, made an order of sale authorizing the said *party* of the first part to sell certain real estate of the said minors, situated in *said city and county*, State of California, and specified and particularly described in said order of sale, , a certified copy of which order of sale was recorded in the office of the County Recorder of the *said city and county*, within which the said land is situated, on the *first* day of *March*, A. D. eighteen hundred and sixty-five, at *one* o'clock *P. M.*, in *Book "L" of Miscellaneous Records, pages 302, 303, and 304*, and which said order of sale now on file, and of record in said Probate Court, and which said record thereof in said Recorder's office, are hereby referred to and made a part of this indenture :

And whereas, under and by virtue of said order of sale, and pursuant to legal notices given thereof, the said *party* of the first part, on the *fourteenth* day of *March*, A. D. eighteen hundred and sixty-five, at the *auction sales-rooms* of *John Middleton & Son*, in *said city and county*, between the hours of nine o'clock in the morning and the setting of the sun on the same day, to wit: at *12* o'clock, *M.*, offered for sale at *public auction*, and subject to confirmation by said Probate Court, the said real estate situated in the *said city and county*, and specified and described in said order of sale as aforesaid; and at such sale the said *party* of the second part became the purchaser of the *whole* of said real estate hereinafter particularly described, for the sum of *fourteen hundred* dollars, *gold coin of the United States*, he being the highest and best bidder , and that being the highest and best sum bid :

And whereas, the said Probate Court, upon the due and legal return of *her* proceedings under the said order of sale made by the said *party* of the first part, on the *first day of April*, A. D. eighteen hundred and sixty-five, after making the said sale, *upon due and legal notice of at least ten days, given in such manner as the judge of said court had directed*, did on the *said first* day of *April*, A. D. eighteen hundred and sixty-five, make an order confirming said sale, and directing conveyances to be

executed to the said party of the second part: a certified copy of which order of confirmation was recorded in the office of the said County Recorder of said city and county within which the said land sold is situated, on the second day of April, A. D. eighteen hundred and sixty-five, at 3 $\frac{1}{2}$  o'clock P. M., in Book "A" of Miscellaneous Records, pages 5, 6, 7, and 8, and which said order of confirmation now on file and of record in said Probate Court, and which said record thereof in said Recorder's office, are hereby referred to and made a part of this indenture:

Now, therefore, the said Mary Jones, the guardian of the persons and estates of said William Jones, Charlotte Jones, and Emma Jones, minors as aforesaid, the party of the first part, pursuant to the order last aforesaid, of the said Probate Court, for and in consideration of the said sum of fourteen hundred dollars, gold coin of the United States, to her in hand paid, by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell, and convey unto the said party of the second part, his heirs and assigns forever, all the right, title, interest, and estate of the said William Jones, Charlotte Jones, and Emma Jones, minors, in and to all that certain lot, piece, or parcel of land situated, lying, and being in said City and County of San Francisco, State of California, and bounded and particularly described as follows, to wit:

Commencing at the southeast corner of Chestnut and Leavenworth Streets; running thence easterly along the southerly line of Chestnut Street one hundred and thirty-seven and a half ( $137\frac{1}{2}$ ) feet; thence at right angles southerly sixty-eight (68) feet nine (9) inches; thence at right angles westerly one hundred and thirty-seven and a half ( $137\frac{1}{2}$ ) feet to the easterly line of Leavenworth Street; and thence northerly along said easterly line of Leavenworth Street sixty-eight (68) feet nine (9) inches to the said southeasterly corner of Chestnut and Leavenworth Streets, the said point of commencement; being the northerly half of the lot known on the official map of said city as 50 cata lot No. "490."

Together with the tenements, hereditaments, and appurtenances whatsoever to the same belonging or in any wise appertaining.

To have and to hold, all and singular the above mentioned and described premises, together with the appurtenances, unto the said *partu* of the second part, *his* heirs and assigns, to *his* and their sole use, benefit, and behoof forever.

In witness whereof, the said *partu* of the first part, guardian as aforesaid, has hereunto set *her* hand and seal, the day and year first above written.

*Mary Jones*, [L. S.]  
Guardian of the persons and estates of  
*William Jones, Charlotte Jones,*  
*and Emma Jones, minors.*

Signed, sealed, and delivered, in the presence of }  
*Barclay Henley.* }

State of California, }  
*City and County of San Francisco,* } ss.

Be it known, that on this *eighth* day of *April*, A. D. eighteen hundred and sixty-five, personally appeared before me, a Notary Public within and for the *city and county* aforesaid, *Mary Jones*, personally known to me to be the person described in and who executed the foregoing deed, as the guardian of the *persons and estates of William Jones, Charlotte Jones, and Emma Jones*, minors, and she acknowledged to me that she, as the guardian of the *persons and estates of said William Jones, Charlotte Jones, and Emma Jones*, minors, executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my seal of office, the day and year last above written.

*George T. Knox*, Notary Public.

(Notarial Seal.)

**Acknowledgment.**—See Form No. 71.

**Blanks.**—These are printed on sheets of folio post.

**Recording.**—See Form No. 71.

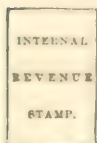
**Stamps.**—See Form No. 399.



## No. 423.

**Settlement of a Wife's Estate in Contemplation of Marriage.**

This indenture of three parts, made, &c., between A. B., of, &c., of the first part, C. D., of, &c., of the second part, and E. F., of, &c., of the third part, witnesses: Whereas the said C. D. is seized in fee-simple of all that certain lot of land, situate, lying, and being in \_\_\_\_\_, and whereas a marriage is intended shortly to be had and solemnized between the said A. B. and the said C. D.; now, therefore, in consideration of the premises, and of one dollar in hand paid to the said C. D. by the said E. F., the said C. D. has granted, bargained, and sold, and by these presents does grant, bargain, and sell, unto the said E. F., all the following described premises.



## [Description.]

To have and to hold the said premises, unto the said E. F., and his heirs and assigns, upon the special trusts, and for the uses and purposes following, to wit:

1st. To lease the same, and to take, collect, and receive the rents, issues, and profits thereof, and out of the same to keep the said premises in good repair and properly insured, and pay all taxes and assessments and charges thereon.

2d. To pay the residue of said rents, issues, and profits thereof to the said C. D., upon her sole and separate receipt, to the intent that she may enjoy, possess, and have the same, free from the control or interference of the said A. B., her husband.

3d. That in case of the decease of the said C. D., after the solemnization of the said marriage, and during the life of her said husband, the said E. F. shall convey the said land and premises to such person as she, the said C. D., by her last will and testament, or instrument in the nature of a last will and testament, subscribed by her, in the presence of two witnesses, may direct and appoint. And in default of such appointment, then and in that case the said land and premises shall be conveyed to such person or persons as would be the legal heir and representative of the said E. F., by the statute for the distribution of intestate estates.



4th. That in case of the decease of the party of the third part, or of his resignation of said trust, he, or his executors or administrators, shall convey the whole of the trust estate to such person or persons as may be appointed in writing by the party of the second part, to be the trustee or trustees, under this indenture; and such new trustee or trustees shall have all the powers, and shall hold the trust estate subject to all the provisions, herein set forth and expressed.

And the said party of the first part does hereby signify his assent to the provisions of this indenture, and does covenant to and with the said party of the third part, and his successors in the said trust, to permit the said party of the second part, after the solemnization of the said intended marriage, to receive the aforesaid profits to her sole and separate use, and freely to dispose of the trust estate by her will, or by her testamentary appointment, and not to interfere with the said trust estate, rents, issues, &c.

In witness, &c.

**Acknowledgment and Recording.**—See Form No. 71.

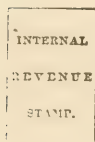
**Stamps.**—See Form No. 399.

---

### No. 424.

#### Deed of Trust for Benefit of Wife.

This indenture, made, &c., witnesses, &c. [*as in other Forms*], all that certain lot, piece, or parcel of land, situate, lying, and being in said City of San Francisco, State of California, bounded and described as follows, to wit:



[*Description.*]

And also all and singular the household furniture, goods, and chattels, now in the dwelling-house on said premises, together with all and singular the buildings, tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all the right, title, interest, estate, property, possession, claim, and demand whatsoever, both at

law and in equity, of the said parties of the first part, in and to the above-described premises, and every part and parcel thereof, with the appurtenances; to have and to hold all and singular the above mentioned and described premises, household furniture, &c., together with the appurtenances, unto the said party of the second part, his heirs and successors forever; in trust, nevertheless, for the sole and separate use, benefit, and behoof of said \_\_\_\_\_, wife of said \_\_\_\_\_, her heirs and assigns forever, free from the control and disposition, and from the debts and liabilities, of her said husband, and to collect and receive the rents, issues, and profits thereof, and pay over the same, when and as received, to said \_\_\_\_\_, to and for, and to be applied to, her sole and separate use, free from the control and disposition, debts and liabilities, of her said or any future husband.

In witness whereof, the said parties of the first part have hereunto set their hands and seals, the day and year first above written.

\_\_\_\_\_. [L. s.]

\_\_\_\_\_. [L. s.]

Sealed and delivered, in the presence of }  
\_\_\_\_\_ }

**Acknowledgment and Recording.**—See Form No. 71.

Stamps.—See Form No. 399.

## No. 425.

### Trust-Deed.

This indenture, &c.

Whereas, the said John Doe is desirous to make provision for his daughter, Jane Doe, now of the age of *twenty-five years*, against future contingencies, and for her maintenance and support; and whereas, the said John Doe is desirous that his said daughter should enjoy the proceeds, rents, issues, and income, of the real estate hereinafter more particularly described, during the term of her natural life, free from the control, liabilities, or interference, of any husband that she now has or may hereafter have:



Now, therefore, this indenture witnesses: That the said John Doe, in consideration of the premises, and of the sum of *one dollar*, lawful money of the United States, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has bargained, sold, aliened, remised, released, conveyed, and confirmed, and by these presents does bargain, sell, alien, remise, release, convey, and confirm, unto the said party of the second part, all that certain lot, piece, or parcel of land situate, lying, and being in the *Town* of, &c.

[*Description of Premises.*]

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in any wise appertaining; and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, property, possession, claim, and demand whatsoever, as well at law as in equity, of the said party of the first part, of, in, or to the above-described premises, and every part and parcel thereof, with the appurtenances. To have and to hold all and singular the above mentioned and described premises, together with the appurtenances, unto the said Richard Roe, his successors and assigns—

In trust, and to and for the several uses, intents, and purposes hereinafter mentioned, namely:

*First.*—In trust to lease the same, and to take, collect, and receive the rents, issues, and profits thereof; and out of the same to keep the said premises in good order and repair, and properly insured, and pay all taxes, assessments, and charges that may be imposed thereon.

*Secondly.*—In trust to pay the residue of such rents, issues, and income to my *daughter*, Jane Doe, upon her sole and separate receipt, to the intent and purpose that she may enjoy, possess, and have the same, free from the control, interference, or liabilities of any *husband* she now has or may hereafter have, during the term of her natural life.

*Thirdly.*—In trust to convey the said land and premises to such person or persons as she, the said Jane Doe, by her last will and testament, or by an instrument in the nature of a last will and testament, subscribed by her in the presence of two credible witnesses, notwithstanding her coverture, may direct and appoint.

And the said John Doe hereby declares, that upon the decease of

his said daughter, Jane Doe, the said trusts shall cease and determine, and the land and premises above described, shall belong in fee-simple absolute, to such person or persons as the said Jane Doe shall, as aforesaid, direct and appoint; and, in default of such appointment, shall revert to the said John Doe, the grantor herein named, and to his heirs, to his and their sole use, benefit, and behoof, forever.

And the said party of the second part does hereby signify his acceptance of this trust, and does hereby covenant and agree, to and with the said party of the first part, faithfully to discharge and execute the same, according to the true intent and meaning of these presents.

In witness whereof, &c.

**Acknowledgment and Recording.**—See Form No. 71.

**Stamps.**—See Form No. 399.

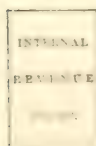
---

### No. 426.

#### Concluding Part of Trust-Deed for Benefit of Wife.

To have and to hold all and singular the said premises unto the said E. F., his heirs and assigns, upon the trusts, nevertheless, and to and for the uses, interests, and purposes hereinafter limited, described, and declared. *That is to say*, upon trust for H. B., wife of A. B., as her sole, exclusive, separate, and only use and benefit, exclusive of any and all rights, title, interest, power, and claim of her said husband, A. B., one of the parties of the first part to these presents, therein, and for all liability for the payment of any of his debts, or on account of any of his acts, or on his account by reason of their said marriage relation or otherwise.

And upon this further trust, that the said E. F., his heirs and assigns, shall take possession of said premises, and receive the issues, rents, and profits of the said premises, and apply the same to the use of the said H. B., during the term of her natural life, and that her sole and separate receipt therefor shall be an acquittance; and after the





death of the said H. B., convey the same to the heirs of the said H. B. in fee. And upon this further trust, that he, the said E. F., his executors and administrators, shall and may, in his and their discretion, sell, dispose of, vest, and re-invest said real estate and income thereof.

And that the said party of the second part, and his heirs and assigns, shall and may at all times hereafter peacefully and quietly have, hold, use, occupy, possess, and enjoy the above granted, bargained, and described premises, and every part and parcel thereof, with the appurtenances, and receive and take the rents, issues, and profits thereof, to and for his and their own proper use and benefit, without any loss, suit, hindrance or molestation, eviction or denial of, from, or by the said parties of the first part, their heirs and assigns, or of, from, or by any other person whomsoever, lawfully claiming or to claim any estate, right, title, or interest of, in, or to the same, by, through, or under them or either of them.

In witness whereof, the parties to these presents have hereunto interchangeably set their hands and seals, &c.

**Acknowledgment and Recording.**—See Form No. 71.

**Stamps.**—See Form No. 399.

### No. 427.

#### Concluding Part of Trust-Deed for Benefit of Wife.— Another Form.

To have and to hold all and singular the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, his heirs and successors forever.



In trust, nevertheless, for the sole and separate benefit and behoof of the said \_\_\_\_\_, wife of, &c., \_\_\_\_\_ her heirs and assigns forever, free from the control or disposition, debts and liabilities of her said husband, and to permit and suffer her, the said \_\_\_\_\_, to take, collect, and receive the rents, issues, and profits thereof, to and for her sole and separate use, free from the control or disposition, and from the debts and liabilities of



her said husband, with full and absolute power to the said of encumbering, disposing of, and alienating said premises above described, or any part thereof, together with the rents, issues, and profits thereof, by deed, or by last will and testament, or otherwise, as if she were sole and unmarried, so far as she may by the laws of the State of California.

In witness whereof, &c.

**Acknowledgment and Recording.**—See Form No. 71.

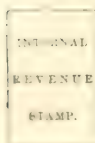
**Stamps.**—See Form No. 399.

---

### No. 428.

#### Deed of Husband's Property to a Trustee for Benefit of the Wife.

This indenture, made the      day of      , in the year one thousand eight hundred and fifty-nine, between A. B., of, &c., of the first part, and C. D., of, &c., of the second part: Whereas, the said party of the first part, being in solvent circumstances, and desirous of making provision for his wife, M. B., against future contingencies, and for her maintenance and support: Now this indenture witnesses: That, in consideration of the premises, and of one dollar, lawful money of the United States, to him in hand paid by the said party of the second part, at or before the encasing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed, and confirmed, and by these presents does grant, bargain, sell, alien, remise, release, convey, and confirm unto the said party of the second part, and to his heirs and assigns forever



[*Description.*]

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof: and also, all the estate, right, title, interest, property, possession, claim, and demand, whatsoever, as well in law as

in equity, of the said party of the first part, of, in, or to, the above-described premises, and every part and parcel thereof, with the appurtenances, to have and to hold, all and singular the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, his heirs and assigns, upon the trusts, nevertheless, and to and for the uses, interests, and purposes hereinafter limited, described, and declared, that is to say:

*First.*—In trust to lease the same, and to take, collect, and receive the rents, issues, and profits thereof, and out of the same to keep the said premises in good order and repair, and properly insured, and pay all taxes, assessments, and charges thereon.

*Secondly.*—In trust to pay the residue of such rents, issues, and income to his said wife, M. B., upon her sole and separate receipt, to the intent and purpose that she may enjoy, possess, and have the same, free from the interference or control of any person whatsoever, during the term of her natural life.

*Thirdly.*—In trust to convey the said land and premises to such person as she, the said M. B., by her last will and testament, or instrument in the nature of a last will and testament, subscribed by her, in the presence of two competent witnesses, may direct and appoint.

And it is hereby further declared and agreed, by and between the parties hereto, that, upon the decease of the said M. B., the said above-recited trust shall cease and determine, and the said land and premises hereinbefore described shall belong in fee-simple, absolute, to such person or persons as the said M. B. shall so as aforesaid direct and appoint, and in default of such appointment the said land and premises shall revert to the said party of the first part, and to his heirs, to his and their sole use and behoof forever.

Provided always, nevertheless, and it is hereby expressly declared and understood, by and between the parties hereto, that it shall and may be lawful, to and for the said party of the second part, his heirs and assigns, from time to time, to retain and reimburse to himself and themselves, out of the property hereby granted and assigned, all such costs, charges, and expenses, as he or they may be put to in the performance or execution of the said trust, or any thing relating thereto.

And provided also, that in case the trustee herein appointed, or any succeeding trustee or trustees of the said trust estate, to be ap-

pointed as hereinafter mentioned, die, or shall neglect, decline, or be incapable to act in said trust, before the same shall be fully performed and executed, then, and as often as the same may happen, it shall and may be lawful for the said M. B., by any instrument of writing under hand and seal, to nominate, substitute, and appoint some other fit person or persons to be trustee or trustees of and in the said premises, in place and stead of the trustee or trustees so dying, neglecting, declining, or becoming incapable to act as aforesaid: and, upon such nomination and appointment, the person or persons so to be appointed shall be and stand seized of the said premises, with the appurtenances, in trust for the same uses, intents, and purposes, and subject to the provisions and conditions hereinbefore mentioned and declared of and concerning the same. And the said A. B., for himself and his heirs, the above-described and hereby granted and released premises, and every part and parcel thereof, with the appurtenances, unto the said party of the second part, his heirs and assigns, against the said party of the first part and his heirs, and against all and every person and persons whomsoever, lawfully claiming, or to claim the same, shall and will warrant, and by these presents forever defend.

In witness, &c.

**Acknowledgment and Recording.**—See Form No. 71.

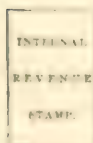
**Stamps**—See Form No. 399.

---

### No. 429.

#### Deed from Husband to an Intervening Party for Deed to Wife.

This indenture, made and entered into this 20th day of June, eighteen hundred and fifty-nine, between John Matthias, of the County of Alameda, of the first part, and James Alexander, of the second part, witnesses: Whereas, the said party of the first part is the owner in fee of the tract of land and premises hereinafter described, and intends, in consideration of the love and affection which he bears his wife, Anna Matthias, to make her a gift of said tract of land, and of the rents, issues, and



profits thereof, as her separate property; and has requested the said party of the second part to accept a conveyance thereof, and thereupon to convey the same to the separate use of his said wife:

Now the said party of the first part, in order to give effect to such intention, in consideration of the premises, of the promise by said party of the second part to convey the said lands and premises in the manner and for the purpose aforesaid, and of the sum of one dollar, lawful money of the United States, to him in hand paid, by the said party of the second part, at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, and conveyed, and by these presents does grant, bargain, sell, alien, remise, release, convey, and confirm unto the said party of the second part, and to his heirs and assigns forever, all that certain lot, piece, or parcel of land situate, lying, and being in the County of Alameda, State of California, bounded and described as follows, to wit:

[*Description.*]

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in any wise appertaining; and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and also all the estate, right, title, interest, property, possession, claim, and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in, and to the said above-described premises, and every part and parcel thereof, with the appurtenances; to have and to hold all and singular the above mentioned and described premises, to the said party of the second part, his heirs and assigns forever.

In witness whereof, the said party of the first part has hereunto set his hand and seal, the day and year first above written.

JOHN MATTHIAS. [L. S.]

Signed, sealed, and delivered,  
in the presence of  
GEORGE BROWN. }

**Acknowledgment and Recording.**—See Form No. 71.

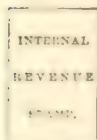
**Stamps.**—See Form No. 399.



## No. 430.

## Deed from Intervening Party to Wife.

This indenture, made this 21st day of June, A. D. one thousand eight hundred and fifty-nine, between James Alexander, of the County of Alameda, counsellor at law, of the first part, and Anna Matthias, of the second part, witnesses: Whereas one John Matthias, of the County of Alameda, being the owner in fee of the premises hereinafter described, intends, in consideration of the love and affection which he bears to his wife, Anna Matthias, to make her a gift of the same, and of the rents, issues, and profits thereof, as her own separate property, and, to effect such intention, has, by conveyance bearing date the 20th day of June, A. D. 1859, conveyed the said premises to the party hereto of the first part, with a request on his part, and a promise on the part of the party of the first part, that he would convey the same by good and sufficient conveyance to the party hereto of the second part. Now, the said party of the first part, in pursuance of the said request, and in consideration of the premises and of said promise, has granted, bargained, sold, aliened, remised, released, conveyed, and confirmed, and by these presents does grant, bargain, sell, alien, remise, release, convey, and confirm, unto the said party of the second part, and to her heirs and assigns forever :



## [Description.]

Together with, &c., to have and to hold, all and singular the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, her heirs and assigns, to the sole and separate use, benefit, and behoof of the said party of the second part, her heirs and assigns forever, independently of her present or any future husband, and not liable or subject to his debts, control, or interference.

And it is expressly intended in, and provided by this conveyance, that the rents and profits of the said property shall be applied to the sole and separate use of the said party of the second part; that the same shall be subject to her entire management and disposal; shall be payable to her on her separate receipt, and shall not be liable to the debts, control, or interference of her said husband.



In witness whereof, the said party of the first part has hereunto set his hand and seal, the day and year first above written.

JAMES ALEXANDER. [L. s.]

Signed, sealed, and delivered, }  
in the presence of }  
GEORGE BROWN. }

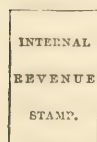
Acknowledgment and Recording.—See Form No. 71.

Stamps.—See Form No. 399.

### No. 431.

#### Deed from Husband to Wife.

This indenture, made this, &c., between A. B., of, &c., of the first part, and C. B., the wife of said A. B., of the second part, witnesses: That



the said party of the first, for and in consideration of the love and affection which he bears toward his wife, the said C. B., and for the purpose of making her a gift [*or, for the purpose of compensating certain advances and benefits of money and property which she brought to said party of the first part by or since their marriage, or for other purpose, as may be*], does hereby give, grant, and convey [*or, grant, bargain, and sell*], unto his wife, said party of the second part, all that certain property

[*Description.*]

to have and to hold the same unto the said party of the second part, her heirs and assigns, for her own sole and separate use, benefit, and behoof forever.

And the said party of the first part does hereby covenant and declare that, by this conveyance, he, for himself, his heirs, executors, administrators, and assigns, does give, transfer, convey, and relinquish to his wife, the said party of the second part, her heirs and assigns forever, all his right, title, and interest in and to the property above described, with all the rents, issues, and profits thereof, the incidents, tenements, hereditaments, and appurtenances, to have, hold, use, and enjoy, all and singular the same, and every part and parcel thereof, as and for her separate estate, especially relinquishing for himself and his heirs all right or claim to the same, or any part thereof, as commu-

nity property, so that the same may be held by her as separate, and not in any respect as community property.

In witness whereof, said party of the first part has hereto set his hand and seal, the day and year first above written.

A. B. [l. s.]

Signed, sealed, and delivered, in }  
the presence of M. N. }

Acknowledgment and Recording.—See Form No. 71.

Stamps.—See Form No. 399.

---

No. 432.

BLANK PUBLISHED.

### Deed of Mining Claim.

This indenture, made the *eighteenth* day of *May*, in the year of our Lord one thousand eight hundred and sixty-four, between

INTERNAL  
REVENUE  
STAMP.

*Friederick Goodell, of the City and County of San Francisco, State of California, the party of the first part, and William Carlton, of the Island of Santa Catalina, County of Los Angeles, State of California, the party of the second part, witnesses: That the said party of the first part, for and in consideration of the sum of five thousand dollars, gold coin of the United States of America, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released, and forever quit-claimed, and by these presents does remise, release, and forever quit-claim unto the said party of the second part, and to his heirs and assigns, two hundred (200) feet undivided in that certain mining claim, vein, lead, or lode, containing gold and silver and other precious metals, situate, lying, and being in the Santa Catalina Island Mining District, in the Island of Santa Catalina, County of Los Angeles, State of California, and known as the "Perseverance" vein, lead, or lode; together*

with all the dips, spurs, and angles, and also all the metals, ores, gold and silver bearing quartz, rock, and earth therein; and all the rights, privileges, and franchises thereto incident, appendant, and appurtenant, or therewith usually had and enjoyed; and also, all and singular the tenements, hereditaments, and appurtenances thereto belonging, or in any wise appertaining, and the rents, issues, and profits thereof:

And also all the estate, right, title, interest, property, possession, claim, and demand whatsoever, as well in law as in equity, of the said part of the first part, of, in, or to the said premises, and every part and parcel thereof, with the appurtenances.

To have and to hold, all and singular the said premises, together with the appurtenances and privileges thereto incident, unto the said part of the second part, *h/s* heirs and assigns forever.

In witness whereof, the said part of the first part has hereunto set *h/s* hand and seal, the day and year first above written.

*Friederick Goodell.* [L. s.]

Signed, sealed, and delivered, in the presence of

*A. B. Chapman.*  
*Gustavus L. Mix.*

**Acknowledgment.**—See Form No. 71.

**Blanks.**—These are printed on sheets of flat cap.

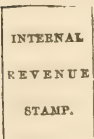
**Stamps.**—See Form No. 399.

See Gen. Laws, 706.

## No. 433.

### Deed of Mining Claim.—Another Form.

This indenture, made the *fourteenth* day of *May*, in the year of our Lord one thousand eight hundred and sixty-four, between *Ogden Squites, of the City of Placerville, County of El Dorado, State of California, the party of the first part, and Wm. H. Rogers, of said city, the party of the second part, witnesses: That the said party of the first part, for and in consideration of the sum*



of *nine hundred and seventy-five* dollars, *gold coin* of the United States of America, to *him* in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed, remised, released, and quit-claimed, and by these presents *does* grant, bargain, sell, convey, remise, release, and quit-claim unto the said party of the second part, and to *his* heirs and assigns forever, all the estate, right, title, interest, property, possession, claim, and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in, or to

[*Description.*]

Together with all the dips, spurs, and angles; and also all the metals, ores, gold, silver, and *gold and silver* bearing quartz, rock, and earth therein; and all the rights, privileges, and franchises thereto incident, appendant, and appurtenant, or therewith usually had and enjoyed; and also, all and singular the tenements, hereditaments, and appurtenances thereto belonging, or in any wise appertaining, and the rents, issues, and profits thereof.

To have and to hold, all and singular the said premises, together with the appurtenances and privileges thereto incident, unto the said party of the second part, *his* heirs and assigns forever.

And the said party of the first part, for *himself* and *his* heirs, executors, and administrators, *does* hereby covenant, promise, and agree to and with the said party of the second part, *his* heirs and assigns, that *he* has full right and power to sell and convey the said premises; and that the said premises are now free and clear from all encumbrances, sales, or mortgages, made or suffered by the said party of the first part.

In witness whereof, the said party of the first part, has hereunto set *his* hand and seal, the day and year first above written.

*Eden Squizes.* [L. S.]

Signed, sealed, and delivered, in the presence of

*J. J. Williams.*

*G. F. Carpenter.*

Acknowledgment.—See Form No. 71.

Blks.—These are printed on sheets of flat cap.

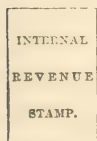
Stamps.—See Form No. 399.



## No. 434.

## Deed of Mining Claim.—Another Form.

This indenture, made the *fourteenth* day of *May*, in the year of our Lord one thousand eight hundred and sixty-four, between *S. B. Davidson, of Downieville, County of Sierra, State of California, the party of the first part,* and *W. Ford Thomas, of St. Louis, county aforesaid, the party of the second part,* witnesses: That the said *party* of the first part, for and in consideration of the sum of *two thousand and two hundred* dollars, *lawful money* of the United States of America, to *him* in hand paid by the said *party* of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed, remised, released, and quit-claimed, and by these presents does grant, bargain, sell, convey, remise, release, and quit-claim unto the said *party* of the second part, and to *his* heirs and assigns forever,



## [Description.]

Together with all the dips, spurs, and angles, and also all the metals, ores, gold and silver bearing quartz, rock, and earth therein; and all the rights, privileges, and franchises thereto incident, appendant, and appurtenant, or therewith usually had and enjoyed; and also, all and singular the tenements, hereditaments, and appurtenances thereto belonging, and the rents, issues, and profits thereof; and also, all the estate, right, title, interest, possession, claim, and demand whatsoever, as well in law as in equity, of the said *party* of the first part, of, in, or to the said premises, and every part and parcel thereof.

To have and to hold, all and singular the said premises, together with the appurtenances and privileges thereto incident and appurtenant, unto the said *party* of the second part, *his* heirs and assigns forever.

In witness whereof, said *party* of the first part has hereunto set *his* hand and seal, the day and year first above written.

*S. B. Davidson.* [L. S.]



Signed, sealed, and delivered, in the presence of

*J. J. Gaudette.*  
*Harry Strange.*

**Acknowledgment.**—See Form No. 71.

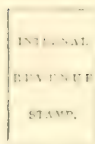
**Blanks.**—These are printed on sheets of flat cap.

**Stamps.**—See Form No. 399.

### No. 435.

#### Deed of Mining Claim.—Another Form.

Know all men by these presents: That we, the undersigned, a duly appointed and authorized committee, and President and Secretary of the Mountain Brow Tunnel Company, have, for and in consideration of the sum of one thousand dollars, to us in hand paid, the receipt whereof is hereby acknowledged, sold, transferred, and quit-claimed unto I. R. Marston and Charles Wessel, members of the Crystal Spring Company, all our right, title, and interest in and to the following described mining grounds, situated in the County of Tuolumne and State of California, District of Table Mountain, located by said Mountain Brow Company in January, A. D. 1855, as per records of said mining district, and more particularly described as follows: commencing at the Mountain Brow saw mill, thence running in a southeasterly direction, toward the diggings on Shaw's Flat, to a blazed oak-tree; thence down the mountain to a stake and stones, being the northeast corner of Mountain Brow claim; thence running westerly, following the north line of the Mountain Brow claim to the northwest corner of said Mountain Brow claim; thence southerly, following west line of Mountain Brow claim, to southwest corner of Mountain Brow claim; thence easterly, following south line of Mountain Brow claim, to a stake and stones, being the southeast corner of Mountain Brow claim, about twenty steps from a large pine-tree blazed on south side; thence running westerly across the mountain to an oak stump on Mormon Creek, being northwest corner of the Virginia Tunnel Company; from thence



to the saw-mill, the place of beginning; or, in other words, we sell, transfer, and quit-claim unto said Crystal Spring Company all the ground originally claimed by the Mountain Brow Company in January, 1855, with the exception of 1,600 feet located in the southeast corner of said claim, being 320 feet wide and 500 feet long, as per corners hereinbefore mentioned and designated, and herewith deliver full possession of said ground to said Crystal Spring Company.

In testimony whereof, we have hereunto set our hands and seals, this 20th April, A. D. 1857.

EUGENE B. DRAKE. [L. S.]

S. N. STRANAHAN. [L. S.]

Committee.

G. S. ELLIOTT. [L. S.]

President.

D. ROBERTSON. [L. S.]

Secretary.

Acknowledgment.—See Form No. 71.

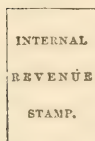
Stamps.—See Form No. 399.

### No. 436.

BLANK PUBLISHED.

## Deed to Incorporated Mining Company—Commonly called Trust-Deed.

This indenture, made the *sixth* day of *August*, in the year of our Lord one thousand eight hundred and sixty-four, between the undersigned, the parties of the first part, and the "*Winter Gold and Silver Mining Company*," the party of the second part, witnesses: That whereas, the said "*Winter Gold and Silver Mining Company*" has been duly incorporated under the laws of the *State of California*, and it is intended by this instrument to transfer to the said party of the second part all the right, title, and interest of the said parties of the first part which they and each of them have and claim in and to the mining ground and claim or lode and *its* appurtenances, hereinafter described.



Now, therefore, know all men by these presents: That the said parties of the first part, and each of them whose names are hereunto subscribed, in consideration of certificates of stock in said incorporated company, hereafter to be issued to them, their and each of their heirs and assigns, in conformity with the by-laws of said corporation heretofore adopted, do hereby grant, bargain, sell, transfer, remise, release, and quit-claim unto the said party of the second part, its successors and assigns, all their and each of their right, title, interest, claim, and demand whatsoever, in law or equity, of, in, or to all *that* certain mining ground, claim or lode, situate, lying, and being in "*Gold*" *Mining District, Kern River, County of Tulare, and State of California, and known as the "Winter" lead or lode*, together with all the dips, angles, spurs, and variations of said mining ground, claim, or lode, and all and singular the hereditaments and appurtenances thereunto belonging.

To have and to hold the said premises with their appurtenances unto the said party of the second part, its successors and assigns for ever.

In witness whereof, the said parties of the first part have hereunto set their hands and seals, the day and year first above written.

[*Names of Grantors.*]

Signed, sealed, and delivered, in the presence of }  
[*Names of Witnesses.*] }

**Acknowledgment.**—See Form No. 71.

**Blanks.**—These are printed on sheets of flat cap.

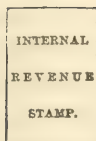
**Stamps.**—See Form No. 399.

---

### No. 437.

#### Deed to Incorporated Mining Company, commonly called Trust-Deed.—Another Form.

This indenture, made the first day of August, in the year of our Lord, eighteen hundred and sixty-four, between A. Smith, B. Jones,



C. Brown, D. White, E. Black, F. Grey, G. Green, H. Williams, I. Thompson, and J. Stokes, parties of the first part, and the Happy Go Lucky Gold and Silver Mining Company, whose principal place of business is at the City and County of San Francisco, State of California, party of the second part, witnesses: That whereas, the said Happy Go Lucky Gold and Silver Mining Company has been duly incorporated under the laws of the State of California, to which it is intended by this instrument to transfer all the right, title, and interest of the parties of the first part, which they and each of them have and claim in and to the mining ground and claim or lode and its appurtenances hereinafter described.

And whereas, on the tenth day of June, A. D. 1864, ten Mining Claims of two hundred feet each, making in the aggregate two thousand feet, were duly taken up, located, and recorded in the Beulah District, situated in the County of Mono, State of California, according to the usages of said Mining District; and whereas, we the undersigned are the owners of the number of feet set opposite to each of our names respectively, as follows, viz.:

Names.	Number of Feet.	
A. Smith.....	two hundred.	
B. Jones.....	two hundred.	
C. Brown.....	two hundred.	
D. White.....	two hundred.	
E. Black.....	two hundred.	
F. Grey.....	two hundred.	
G. Green.....	two hundred.	
H. Williams.....	two hundred.	
I. Thompson.....	two hundred.	
J. Stokes.....	two hundred.	

Said claim or claims being called and known by the name of Smith Jones & Company's Claims.

Now, therefore, know all men by these presents: That the parties of the first part, and each of them whose names are hereunto subscribed, in consideration of certificates of stock in said incorporated company, hereafter to be issued to them, their and each of their heirs and assigns, in accordance with the Certificate of Incorporation, and in conformity with the By-Laws of said corporation, do hereby grant, bargain, sell, transfer, remise, release, and quit-claim unto the said Happy Go Lucky Gold and Silver Mining Company, all their and each of their right, title, interest, claim, and demand whatsoever, in law or in equity, of, in, and to all said mining ground, claim or claims, or quartz lode, situate, lying, and being in said Mining District, and described as aforesaid; together with all the dips, angles, spurs, and variations of said mining ground and quartz lode, and all and singular the hereditaments and appurtenances; and all and singular the mining tools, arastras, forges, furnaces, and smelting apparatus thereunto belonging.

To have and to hold the said premises with their appurtenances, unto the said Happy Go Lucky Gold and Silver Mining Company, its successors and assigns forever.

In witness whereof, said parties of the first part have hereunto set their hands and seals, the day and year first above written.

A. SMITH.	[L. S.]
B. JONES.	[L. S.]
C. BROWN.	[L. S.]
D. WHITE.	[L. S.]
E. BLACK.	[L. S.]
F. GREY.	[L. S.]
G. GREEN.	[L. S.]
H. WILLIAMS.	[L. S.]
I. THOMPSON.	[L. S.]
J. STOKES.	[L. S.]

Signed, sealed, and delivered, in the presence of {

MILTON BRICK. }

**Acknowledgment.**—See Form No. 71.

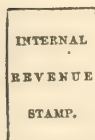
**Stamps.**—See Form No. 399.



## No. 438.

## Deed of Partition.

This indenture, made, &c., between A. B., of, &c., of the one part, and C. D., of the other part, witnesses: That whereas, the said A. B. and C. D. do have and hold in common, and as tenants in common, in equal parts, all, &c., it is covenanted, granted, concluded, and agreed, by and between the said parties, and each of them covenants, grants, concludes, and agrees, for himself, his heirs and assigns, that a partition of the said lands and other premises be made, in manner and form following, that is to say:



*First.*—The said A. B. shall, from henceforth, have, hold, possess, and enjoy, in severalty by himself, and to him, and his heirs and assigns, for his half part, property, share, and proportion of the said lands and premises, all, &c. Together with all and singular, the hereditaments and appurtenances thereunto belonging, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

And the said C. D. does accordingly give, grant, release, and confirm unto the said A. B., his heirs and assigns, the lands and premises so as aforesaid set apart to the said A. B., as and for his part and share aforesaid; and, moreover, the said C. D., for himself, his heirs, executors, and administrators, does hereby covenant to and with the said A. B., his heirs and assigns, that he, the said A. B., his heirs and assigns, shall and may from time to time, and at all times hereafter, well and peaceably have, hold, and possess, and enjoy the lands and premises hereinbefore assigned and conveyed to the said A. B., for his part and share, as aforesaid; free, clear, and discharged of and from all estate, rights, titles, interests, charges, and encumbrances whatsoever, had, made, caused, or suffered to be made, caused, or suffered, of or by the said C. D., or any person claiming or to claim by, from, or under him, and without any let, trouble, suit, entry, disturbance, or interruption of the said C. D., his heirs or assigns, or of any person or persons lawfully claiming, or to claim, by, from, or under him, them, or any of them.

*Second.*—The said C. D. shall, from henceforth, have, hold, possess, and enjoy, in severalty by himself, &c. [*Proceed to set his share as above, and add the covenants.*]

In witness, &c.

Acknowledgment and Recording.—See Form No. 71.

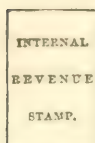
Stamps.—See Form No. 399.

### No. 439.

BLANK PUBLISHED.

#### Quit-Claim Deed.

This indenture, made the *tenth* day of *May*, in the year of our Lord one thousand eight hundred and sixty-four, between *Mills L. Hallender, of the City and County of San Francisco, State of California, the party of the first part, and Asa White and John Batten, of the said city and county, the parties of the second part*, witnesses: That the said *party* of the first part, for and in consideration of the sum of *one hundred* dollars, *lawful money* of the United States of America, to *him* in hand paid by the said *parties* of the second part, the receipt whereof is hereby acknowledged, has remised, released, and forever quit-claimed, and by these presents does remise, release, and forever quit-claim unto the said *parties* of the second part, and to *their* heirs and assigns, all that certain lot, piece, or parcel of land, situate, lying, and being in the said *City and County of San Francisco, State of California*, and bounded and particularly described as follows, to wit: *Commencing at the southwestly corner of Jackson Street and Nelson Place; running thence southeily along the westely line of Nelson Place, forty-seven (47) feet; thence at right angles westely, seventy-eight (78) feet six (6) inches; thence at right angles northely parallel with Mason Street, forty-seven (47) feet, to the southely line of Jackson Street; thence eastely along the southely line of Jackson Street, to the said point of com-*



*mencement; being a portion of the fifty vata lot, numbered six hundred and four (604) on the official map of said City of San Francisco.* Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof. And also, all the estate, right, title, interest, *claim of homestead*, property, possession, claim, and demand whatsoever, as well in law as in equity, of the said *partu* of the first part, of, in, or to the said premises, and every part and parcel thereof, with the appurtenances.

To have and to hold, all and singular the said premises, together with the appurtenances, unto the said *parties* of the second part, *their* heirs and assigns forever.

In witness whereof, the said *partu* of the first part has hereunto set *his* hand and seal, the day and year first above written.

*Mills L. Callender.* [L. S.]

Signed, sealed, and delivered, in the presence of }

*J. H. Sinclair.*

*H. J. McKinley.*

**Acknowledgment.**—See Form No. 71.

**Blanks.**—These are printed on sheets of flat cap.

**Recording.**—See Form No. 71.

**Stamps.**—See Form No. 399.

---

## No. 440.

BLANK PUBLISHED.

### Quit-Claim Deed.

Same Form as No. 439.

**Blanks.**—These are printed on sheets of folio post.

---

## No. 441.

BLANK PUBLISHED.

### Quit-Claim Deed.

Same Form as No. 439.

**Blanks.**—These are printed on sheets of folio post, and have a very large blank space for the description of property.

No. 442.

BLANK PUBLISHED.

## Quit-Claim Deed.—Another Form.

This indenture, made the *eleventh* day of *June*, in the year of our Lord one thousand eight hundred and sixty-four, between

INTERNAL  
REVENUE  
STAMP.

*Paul Ross and Ann Ross, his wife, of the County of Monterey, State of California, the parties of the first part, and Fernando Bright, of the County of Los Angeles, State of California, the party of the second part, witnesses: That the said parties of the first part, for and in consideration of the sum of one thousand and five hundred dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have remised, released, and forever quit-claimed, and by these presents do remise, release, and forever quit-claim unto the said party of the second part, and to his heirs and assigns, all*

[Description.]

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, *claim of homestead*, property, possession, claim, and demand whatsoever, as well in law as in equity, of the said parties of the first part, of, in, or to the said premises, and every part and parcel thereof, with the appurtenances.

To have and to hold, all and singular the said premises, together with the appurtenances, unto the said party of the second part, his heirs and assigns forever.

In witness whereof, the said parties of the first part have hereunto set their hands and seals, the day and year first above written.

*Paul Ross.* [L. S.]

*Ann Ross.* [L. S.]

Signed, sealed, and delivered, in the presence of

*Robert Bennett.*

*Michael Walsh.*

**Acknowledgment.**—See Form No. 71.

**Blanks.**—These are printed on sheets of flat cap.

**Recording.**—See Form No. 71.

**Stamps.**—See Form No. 399.

### No. 443.

BLANK PUBLISHED.

#### Quit-Claim Deed.

Same Form as No. 442.

**Blanks.**—These are printed on sheets of folio post.

### No. 444.

BLANK PUBLISHED.

#### Quit-Claim Deed.

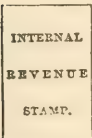
Same Form as No. 442.

**Blanks.**—These are printed on sheets of folio post, and have a very large space for the description of property.

### No. 445.

#### Quit-Claim Deed.—Another Form.

This indenture, made the *eleventh* day of *June*, in the year of our Lord one thousand eight hundred and sixty-four, between *Richard D. Homer, of the City, County, and State of New York, the party of the first part,* and *Donald Fuller, of the County of Santa Clara, State of California, the party of the second part,* witnesses: That the said party of the first part, for and in consideration of the sum of *two hundred* dollars, lawful





*money* of the United States of America, to *him* in hand paid by the said *party* of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed, remised, released, and forever quit-claimed, and by these presents *does* grant, bargain, sell, convey, remise, release, and forever quit-claim, unto the said *party* of the second part, and to *his* heirs and assigns, all the right, title, interest, claim, and demand, both at law and in equity, and as well in possession as in expectancy, of the said *party* of the first part, of, in, and to all

[*Description.*]

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining, and the rents, issues, and profits thereof.

To have and to hold, all and singular the said premises, together with the appurtenances, unto the said *party* of the second part, *his* heirs and assigns forever.

In witness whereof, the said *party* of the first part has hereunto set *his* hand and seal, the day and year first above written.

*Richard P. Hamer.* [L. S.]

Signed, sealed, and delivered, in the presence of }

*George Dattel.*

*L. Bulwer.*

**Acknowledgment.**—See Form No. 71.

**Blanks.**—These are printed on sheets of flat cap.

**Recording.**—See Form No. 71.

**Stamps.**—See Form No. 399.

---

No. 446.

### Quit-Claim Deed.

Same Form as No. 445.

**Blanks.**—These are printed on sheets of folio post.

## No. 447.

## Quit-Claim Deed.

Same Form as No. 445.

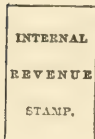
**Blanks.**—These are printed on sheets of folio post, and have a very large space for the description of property.

## No. 448.

BLANK PUBLISHED.

## Quit-Claim Deed.—Another Form.

This indenture, made the *tenth* day of *May*, in the year of our Lord one thousand eight hundred and sixty-four, between *Robert Kellen, of the County of Napa, State of California, the party of the first part, and George Beath, of the City and County of Sacramento, State of California, the party of the second part,* witnesses: That the said *party* of the first part, for and in consideration of the sum of *five hundred* dollars, *gold coin* of the United States of America, to *him* in hand paid by the said *party* of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed, remised, released, and forever quit-claimed, and by these presents does grant, bargain, sell, convey, remise, release, and forever quit-claim unto the said *party* of the second part, and to *his* heirs and assigns, all the right, title, interest, estate, claim, and demand, both at law and in equity, and as well in possession as in expectancy, of the said *party* of the first part, of, in, and to all that certain lot, piece, or parcel of land situate, lying, and being in the *said City and County of Sacramento, State of California*, and bounded and particularly described as follows, to wit:



[Description.]

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining, and the rents, issues, and profits thereof.

To have and to hold, all and singular, the said premises, together with the appurtenances, unto the said party of the second part, *his* heirs and assigns forever.

In witness whereof, the said party of the first part has hereunto set *his* hand and seal, the day and year first above written.

*Robert Kellen.* [L. s.]

Signed, sealed, and delivered, in the presence of }

*John McVickar.* }

**Acknowledgment.**—See Form No. 71.

**Blanks.**—These are printed on sheets of flat cap.

**Recording.**—See Form No. 71.

**Stamps.**—See Form No. 399.

## No. 449.

BLANK PUBLISHED.

### Quit-Claim Deed.

Same Form as No. 448.

**Blanks.**—These are printed on sheets of folio post.

## No. 450.

BLANK PUBLISHED.

### Quit-Claim Deed.

Same Form as No. 448.

**Blanks.**—These are printed on sheets of folio post, and have a very large space for the description of property.

## No. 451

## Deed of Right of Way.

This indenture, made, &c., between A. B., of, &c., of the first part, and C. D., of, &c., of the second part: Whereas, the said party of the second part has this day granted, sold, and conveyed unto the said party of the first part, his heirs and assigns, by warranty deed, executed by the party of the second part to the party of the first part, and bearing even date herewith, a certain piece or parcel of land, described in said deed as follows, to wit:



## [Description.]

And whereas, the said party of the second part is still owned and possessed of certain lands lying in the rear of the above-described premises: Now, therefore, this indenture witnesses: That the said party of the first part, in consideration of the grant, sale, and conveyance, as aforesaid, and of the sum of                      dollars, gold coin of the United States, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, and confirm unto the said party of the second part, and to his heirs and assigns, forever, a right of way in and over a certain strip of land on the east side of the dwelling-house on the above-described premises, conveyed to the party of the first part as aforesaid, for the said party of the second part, his heirs and assigns, and his and their servants and tenants at all times freely to pass and repass, on foot, or with horses, oxen, cattle, beasts of burden, wagons, carts, sleighs, or other vehicle or carriage whatsoever, from the highway to the lands of the said party of the second part, as aforesaid, and from the said lands of the party of the second part to the highway, as aforesaid, the said certain strip of land being of the width of two rods, and running from the south boundary of the premises above conveyed to the party of the first part, to the said lands belonging to the party of the second part, situate in the rear thereof, and the said way is, and shall be, forever, of the dimensions of the said strip of land, as aforesaid:

To have and to hold the said easement and privilege to the said

party of the second part, his heirs and assigns forever, as appurtenances belonging to his and their lands as aforesaid. [*If necessary, insert covenants of seizin, warranty, &c.*]

In witness, &c.

Acknowledgment and Recording.—See Form No. 71.

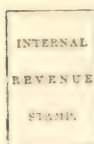
Stamps.—See Form No. 399.

### No. 452.

#### Deed of a Right of Way and Drain.

Whereas, H. S. and T. L., both of the City of Marysville, in the County of Yuba, State of California, are the joint owners of a lot of land, with a dwelling-house and appurtenances, fronting northerly on \_\_\_\_\_ Street, in said city, and E. B. N., of said city, is the owner of a lot of land and house, also fronting northerly on said street, and adjoining the house of the said S. and L., on the easterly side thereof, and an agreement has been made between the said S. and L., and the said N., by which the said S. and L. have agreed to grant to said N., his heirs and assigns, being the owner of said land and house, a right of way in and over a part of their premises, and a right of drain through and under the same:

Now, therefore, know all men by these presents: That we, the said H. S. and T. L., in pursuance of the said agreement, and in consideration of the sum of \_\_\_\_\_ dollars, gold coin of the United States, to us paid by the said E. B. N., do hereby give, grant, sell, and convey unto the said E. B. N., and his heirs and assigns, a right of way in and over a certain strip of land on the easterly side of our, the said S. and L.'s land, for him, the said N., his tenants, servants, heirs, and assigns, at all times to pass and repass from \_\_\_\_\_ Street aforesaid to the rear of the said N.'s land, and from the rear of said house to said street, the said strip of land being of the width of \_\_\_\_\_ feet, and of the length of \_\_\_\_\_ feet, and running from said Street to the rear of said land of said S. and L.; and the said way is





and shall be forever of said dimensions, and of the height of feet; and also, for the consideration above mentioned, the said S. and L. do hereby give, grant, sell, and convey to the said N., his heirs and assigns, the right to enter a drain from his said land into the drain now running under the said strip of land, to be used as a passageway as aforesaid, and the same to use as a sewer or drain from said N.'s land to the common sewer in Street; the said N., and his heirs and assigns, at all times paying their just proportion of the expenses of cleaning and repairing the same.

To have and to hold the said easements and privileges to him, the said N., his heirs and assigns forever, as appurtenances to his and their said land and house above described. [*Add Covenants of Seizin, right to sell, and warranty.*]

**Acknowledgment and Recording.**—See Form No. 71.

**Stamps.**—See Form No. 399.

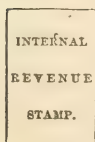
### No. 453.

BLANK PUBLISHED.

#### Sheriff's Deed under Execution.

This indenture, made the *twenty-fourth* day of *August*, in the year of our Lord one thousand eight hundred and sixty-four, between *Henty L. Davis*, Sheriff of the *City and County of San Francisco*, State of California, the party of the first part, and *John Doe*, of the said *City and County of San Francisco*, the party of the second part:

Whereas, by virtue of a writ of execution issued out of and under the seal of the *District Court of the Twelfth Judicial District of the State of California*, in and for the *City and County of San Francisco*, tested the *4th* day of *January*, A. D. 1864, upon a judgment recovered in the said court, on the *2d* day of *January*, A. D. 1864, in favor of *George W. McKee* and against *John Doe*, to the said sheriff directed and delivered, commanding him that, out of the personal property of said judgment debtor in his county, he should cause to be made certain



moneys in the said writ specified, and if sufficient personal property of the said judgment debtor could not be found, then he should cause the amount of said judgment to be made out of the real property belonging to said judgment debtor, on the *2d* day of *January*, A. D. 186 *4*, or at any time afterward; and whereas, because sufficient personal property of the said judgment debtor could not be found, whereof the said sheriff could cause to be made the moneys specified in said writ, the said sheriff did, in obedience to said command, levy on, take, and seize all the right, title, interest, and claim which the said judgment debtor so had in and to the lands, tenements, real estate, and premises hereinafter particularly set forth and described, with the appurtenances, and did on the *thirtieth* day of *January*, A. D. 186 *4*, sell all the right, title, interest, and claim of the said judgment debtor in and to the said premises, at public auction in front of the *City Hall* in the *City* of *San Francisco*, in said *City* and County of *San Francisco*, between the hours of nine in the morning and five in the afternoon of that day, namely, at *12* o'clock *M.*, after having first given due notice of the time and place of such sale, *and of the kind of money in which bids might be made at such sale*, according to law; at which sale, all the right, title, interest, and claim of the said judgment debtor in and to the said premises were struck off and sold to the said party of the second part for the sum of *ten thousand* dollars, *gold coin* of the United States of America, the said party of the second part being the highest bidder, and that being the highest sum bid for the same, whereupon the said sheriff, after receiving from said purchaser the said sum of money so bid as aforesaid, gave to the said party of the second part such certificate of said sale as is by law directed to be given, and a duplicate of such certificate was duly filed by the said sheriff in the office of the Recorder of the *City* and County of *San Francisco*; and whereas, six months after said sale have expired without any redemption of the said premises having been made:

Now this indenture witnesses: That the said *Henry L. Davis*, the sheriff aforesaid, by virtue of the said writ, and in pursuance of the statute in such case made and provided, for and in consideration of the said sum of money, to him in hand paid as aforesaid by the said party of the second part, the receipt whereof is hereby acknowl-

edged, has granted, bargained, sold, conveyed, and confirmed, and by these presents does grant, bargain, sell, convey, and confirm unto the said party of the second part, and to *his* heirs and assigns, forever, all the right, title, interest, and claim which the said judgment debtor, *John Cook*, had on the said *second* day of *January*, A. D. 1864, or at any time afterward, or now has, in and to all that certain lot, piece, or parcel of land, situate, lying, and being in the *City and County of San Francisco*, State of California, and bounded and particularly described as follows, to wit :

[*Description.*].

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining, to have and to hold the said premises, with the appurtenances, unto the said party of the second part, *his* heirs and assigns, forever, as fully and absolutely as the said sheriff can, may, or ought to, by virtue of the said writ and of the statute in such case made and provided, grant, bargain, sell, convey, and confirm the same.

In witness whereof, the said sheriff, the said party of the first part, has hereunto set his hand and seal, the day and year first above written.

*Henty L. Davis*, [L. s.]  
 Sheriff of the *City and County of*  
*San Francisco*, State of Cali-  
 fornia.

Signed, sealed, and delivered, in the presence of  
*John Smith.*  
*Paul Jones.* }

State of California,  
*City and County of San Francisco*, } ss.

On this *twenty-fourth* day of *August*, A. D. one thousand eight hundred and sixty-four, before me, *Henty Haight*, a Notary Public in and for said *city and county*, duly commissioned and sworn, personally appeared the within-named *Henty L. Davis*, Sheriff of the *City and County of San Francisco*, State of California, whose name is subscribed to the foregoing instrument as a party thereto, personally known to me to be the individual described

in and who executed the said foregoing instrument, and acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

*Henry Wright,*

Notary Public.

(Notarial Seal.)

Acknowledgment.—See Form No. 71.

Blanks.—These are printed on sheets of flat cap.

Recording.—See Form No. 71.

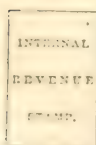
Stamps.—See Form No. 399.

## No. 454.

BLANK PUBLISHED.

### Sheriff's Deed under Foreclosure of Mortgage.

This indenture, made the *eleventh* day of *August*, A. D. 1864, between *Henry L. Davis*, Sheriff of the *City and County of San Francisco*, State of California, the party of the first part, and *John Doe, of the said city and county*, the party of the second part, witnesses: Whereas, in and by a certain judgment or decree, made and entered by the District Court of the *Fourth* Judicial District of the State of California, in and for the said *City and County of San Francisco*, on the *tenth* day of *January*, A. D. 1864, in a certain action then pending in said court, wherein *Joseph Jones* was plaintiff, and *Paul Sampson, Richard Roe, Elizabeth Hyles, and John Smith* were defendants, it was among other things ordered, adjudged, and decreed, that all and singular the mortgaged premises described in the complaint in said action, and specifically described in said judgment or decree, should





be sold at public auction by the Sheriff of the said *City and County of San Francisco*, in the manner required by law, and according to the course and practice of said court; that such sale be made *in front of the City Hall* in the said *City and County of San Francisco*, between the hours of nine o'clock in the forenoon and five o'clock in the afternoon on such day as the said sheriff should appoint; that any of the parties to said action might become the purchaser at such sale; and that said sheriff should execute the usual certificates and deeds to the purchaser or purchasers, as required by law:

And whereas, the said sheriff did, at the hour of 12 o'clock M., on the 70th day of *February*, A. D. 1867, after due public notice had been given, as required by the laws of this State, and the course and practice of said court, duly sell at public auction in the said *City and County of San Francisco*, agreeably to the said judgment or decree and the provisions of law, the premises in the said decree or judgment mentioned; at which sale the premises in said judgment or decree, and hereinafter described, were fairly struck off to the said *John Doe*, the said party hereto of the second part, , for the sum of *five thousand* dollars, gold coin of the United States, *he* being the highest bidder and that being the highest sum bid for the same:

And whereas, the said party of the second part thereupon paid to the said sheriff the said sum of money so bid by *him*:

And whereas, the said sheriff thereupon made and issued the usual certificate in duplicate of the said sale, in due form of law, and delivered one thereof to the said purchaser, and caused the other to be filed in the office of the County Recorder of said *City and County of San Francisco*:

And whereas, more than six months have elapsed since the date of said sale, and no redemption has been made of the premises so sold as aforesaid, by or on behalf of the said judgment debtor, the said , or by or on behalf of any other person.

Now this indenture witnesses: That the said party of the first part, the said sheriff, in order to carry into effect the sale so made by him as aforesaid, in pursuance of said judgment or decree, and in conformity to the statute in such case made and provided, and also in consideration of the premises, and of the said sum of *five thousand*



dollars, *gold coin of the United States*, so bid and paid to him by the said purchaser, the said *party* of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell, and convey unto the said *party* of the second part, and to *his* heirs and assigns forever, all that certain lot, piece, or parcel of land situate, lying, and being in the said *City and County of San Francisco*, State of California, and bounded and particularly described as follows, to wit:

[*Description.*]

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and also all the estate, right, title, and interest, property, possession, claim, and demand whatsoever, as well in law as in equity, of the said *party* of the first part, and of the said defendant, *Paul Sampson*, of, in, and to the said premises, and every part and parcel thereof.

To have and to hold, all and singular, the said premises hereby conveyed, or intended so to be, together with the appurtenances, unto the said *party* of the second part, *his* heirs and assigns, to *his and their* own proper use, benefit, and behoof forever.

In witness whereof, the said *party* of the first part to these presents has hereunto set his hand and seal, the day and year first above written.

*Henry L. Davis*, [L. S.]

Sheriff of the *City and County of*  
*San Francisco*, State of Cali-  
fornia.

Signed, sealed, and delivered, in the presence of }

*J. H. Swan.*

*Henry D. Lamott.* }

Acknowledgment and Recording.—See Form No. 71.

Stamps.—See Form No. 359.

No. 455.

BLANK PUBLISHED.

**Sheriff's Deed under Foreclosure of Mortgage.—Another Form.**

This indenture, made the *second* day of *August*, in the year of our Lord one thousand eight hundred and sixty-four, between

INTERNAL
REVENUE
STAMP.

*Henty L. Davis*, Sheriff of the *City and County of San Francisco*, State of California, the party of the first part, and *John Doe, of said city and county*, the party of the second part, witnesses: That whereas, in and by a certain order of sale issued out of the District Court of the *Fifteenth* Judicial District of the State of California, in and for the *City and County of San Francisco*, in the action of *John Smith*, plaintiff, against *Paul Jones*, defendant, tested the                      day of                      , A. D. 1864, and to the said sheriff duly directed and delivered, commanding him to sell the property hereinafter described, at public auction, *for gold coin of the United States of America*, according to law, and to apply the proceeds of such sale towards the satisfaction of the judgment in said action, amounting to the sum of *one thousand* dollars, and the interest thereon, and costs of suit and expenses of sale, *which said judgment was made payable in gold coin of the United States of America*, as by the said order of sale, reference being thereunto had, more fully appears.

And whereas, in pursuance of said order of sale, the said sheriff did duly levy on, and on the                      day of                      , A. D. 1864, at 12 o'clock, noon, at the Court House door, in the said *City and County of San Francisco*, did duly sell the premises, hereinafter described, at public auction, according to law, to the said party of the second part, who *was* the highest bidder therefor, for the sum of *five hundred* dollars, *gold coin* of the United States of America, which was the whole price paid by the said party of the second part for the same, the said sheriff having first given due notice of the time and place of said sale, and of the kind of money in which bids might be made at said sale, according to law.

And whereas, the time allowed by law for the redemption of said property has expired without such redemption having been made: Now, therefore, the said *Henry L. Davis*, Sheriff of said *City and County of San Francisco*, in pursuance of the said order of sale, and of the statute in such case made and provided, and for and in consideration of the payment to him of the said sum of *five hundred* dollars, *gold coin* of the United States of America, so bid as aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed, and confirmed, and by these presents does grant, bargain, sell, convey, and confirm unto the said party of the second part, *his* heirs and assigns forever, the real estate in said order of sale described as follows, to wit:

[*Description.*]

To have and to hold the same unto the said party of the second part, *his* heirs and assigns forever.

In witness whereof, the said sheriff, the said party of the first part, has hereunto set his hand and seal, the day and year first above written.

*Henry L. Davis*, [L. S.]

Sheriff of the *City and County of San Francisco*, State of California.

Signed, sealed, and delivered, in the presence of  
*William E. C.*  
*James B. C.* }

State of California,  
*City and County of San Francisco*, } ss.

On this            day of           , A. D. one thousand eight hundred and sixty-four, before me, *J. T. Hevensen*, a Notary Public in and for said *city and county*, personally appeared *Henry L. Davis*, Sheriff of the *City and County of San Francisco*, State of California, to me personally known to be the individual described in, and who executed, the foregoing instrument, and acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

*J. D. Stevenson,*  
Notary Public.

(Notarial Seal.)

Acknowledgment and Recording.—See Form No. 71.

Stamps.—See Form No. 399.

### No. 456.

BLANK PUBLISHED.

#### Sheriff's Deed of Property of Insolvent.

This indenture, made the *sixteenth* day of *April*, in the year of our Lord one thousand eight hundred and sixty-four, between *Henry L. Davis*, Sheriff of the *City and County of San Francisco*, State of California, assignee of *Michael Audley*, of said *city and county*, an insolvent debtor, the party of the first part, and *Luke Maikes*, of the said *city and county*, the party of the second part: Whereas, by virtue of an order made on the *first* day of *March*, A. D. 1864, by the County Court of the said *City and County of San Francisco*, State of California, in a certain cause then therein depending, on the petition of the above-named insolvent to be discharged from his debts, in pursuance of the Act for the Relief of Insolvent Debtors and the Protection of Creditors, and the acts amendatory thereof, the said party of the first part was authorized and directed to sell at public auction all the property of said insolvent, of whatsoever nature or kind, as by said order and papers on file, reference being thereunto had, will more fully appear; and whereas, by virtue of said order, the said party of the first part did, on the *fifteenth* day of *April*, A. D. 1864, sell all the right, title, and interest of the said insolvent, in and to the premises hereinafter described, at public auction, according to the statute in such case made and provided, at which sale, the right, title, and interest of said insolvent in and to the following premises, were struck off and sold



to the said party of the second part, for the sum of *one thousand* dollars, the said party of the second part being the highest bidder, and that being the highest sum bid for the same.

Now this indenture witnesses: That the said party of the first part, sheriff as aforesaid, and assignee of said insolvent, by virtue of said order, and in pursuance of the statute in such case made and provided, for and in consideration of the sum of money above mentioned, to him in hand paid, as aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed, and confirmed, and by these presents does grant, bargain, sell, convey, and confirm unto the said party of the second part, *his* heirs and assigns, all the estate, right, title, and interest which the said insolvent had on the day of filing his petition in insolvency, in and to the following described property, to wit:

[Description.]

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining.

To have and to hold the said premises, with the appurtenances, unto the said party of the second part, *his* heirs and assigns forever, as fully and absolutely as the said party of the first part, can, may, or ought to, by virtue of the said order, and of the statute in such cases made and provided, grant, bargain, sell, convey, and confirm the same.

In witness whereof, the said party of the first part has hereunto set his hand and seal, the day and year first above written.

*Henty L. Davis*, [L. S.]

Sheriff of the *City and County of San Francisco*,  
State of California, and assignee of *Michael*  
*Ludley*, an insolvent debtor.

Signed, sealed, and delivered, in the presence of }  
*Frank C. R. Whitney*. }

Acknowledgment and Recording.—See Form No. 71.

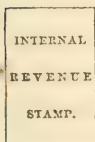
Stamps.—See Form No. 399.



## No. 457.

Sheriff's Deed for Land sold on Execution, to Satisfy  
Balance due after Mortgage Sale.

This indenture, made this       day of       , A. D. one thousand eight hundred and fifty-eight, between John W. Ackerson, Sheriff of the County of San Mateo, State of California, acting in his official capacity as such, party of the first part, and Horace Hawes, of the City and County of San Francisco, and State aforesaid, party of the second part, witnesses :



Whereas, by a certain writ of execution, issued out of the District Court of the Twelfth Judicial District of the State of California, in and for San Mateo County, directed and delivered to the said party of the first part, sheriff as aforesaid, tested the sixth day of March, A. D. one thousand eight hundred and fifty-eight, the said sheriff was commanded to satisfy the deficiency or balance due on a certain judgment rendered and docketed in the above-named court, in the action of said Horace Hawes *vs.* Ephraim Bland, which said deficiency was the sum of fifty-five thousand eight hundred and eighty-eight  $\frac{6}{100}$  dollars (\$55,888 $\frac{6}{100}$ ), together with interest, costs, and accruing costs, out of the personal property of the said Ephraim Bland, or, if sufficient could not be found, then out of the real property belonging to him, on the day when the said judgment was docketed in the aforesaid County of San Mateo, or at any time thereafter; and whereas the said John W. Ackerson, Sheriff as aforesaid, and party of the first part hereto, after receiving said writ, and before the return day thereof, did, by virtue of the same, levy or seize and take the lands hereinafter described, for want of sufficient personal property to satisfy the said deficiency or balance due on said judgment, and did, in pursuance of, and in all respects conformably with, the above-recited execution, and of the statute in such case made and provided, on the twenty-seventh day of March, A. D. one thousand eight hundred and fifty-eight, in front of the Court House door in Redwood City, in said County of San Mateo, sell at public auction, all and singular the premises hereinafter described, in separate and distinct tracts or parcels, as the same are hereinafter described, having first given due public notice

of the time and place of sale, in the manner prescribed by law, at which sale all and singular the premises hereinafter described and mentioned as aforesaid were struck off to the said Horace Hawes, party of the second part hereto, for the aggregate amount of two hundred and fifty dollars, namely: the tract of land first hereinafter described, for the sum of one hundred dollars (\$100); the tract of land secondly hereinafter described, for the sum of one hundred dollars (\$100); and the tract of land thirdly hereinafter described, for the sum of fifty dollars (\$50); the said Horace Hawes, the party of the second part hereto, being the highest and best bidder for each of said tracts of land, and those several sums being the highest sums bid, and the whole price paid therefor, making in the aggregate the said sum of two hundred and fifty dollars. And whereas, after receiving from the said purchaser the said sum of money by him so bid as aforesaid, the said John W. Ackerson, Sheriff as aforesaid, gave to him, the said Horace Hawes, purchaser as aforesaid, a certificate of sale in the form required by law; and a duplicate thereof was duly filed in the office of the County Recorder of the said County of San Mateo, the said premises sold being subject to redemption, and the time for the redemption thereof prescribed by law having now expired, and the same not being redeemed: Now, therefore, this indenture witnesses. That the said John W. Ackerson, Sheriff of the said County of San Mateo, and party of the first part to these presents, in order to carry into effect the said sale, made in pursuance of the execution aforesaid, and by virtue of the statute in such case made and provided, in consideration of the premises, and of the sum of two hundred and fifty dollars so bid and paid, at the time of the sale, by the said party of the second part, to the said John W. Ackerson, Sheriff as aforesaid, the receipt whereof he does hereby acknowledge, has granted, bargained, sold, aliened, released, conveyed, and confirmed, and by these presents does grant, bargain, sell, alien, release, convey, and confirm unto the said party of the second part, his heirs and assigns forever, the real estate described as follows, to wit:

[*Description.*]

and also all the estate, right, title, interest, trust property, claim, and demand, which the said Ephraim Bland had in the said several tracts

or parcels of land, or any part thereof, on the 17th day of August, A. D. 1857, being the day when the said judgment was docketed in the aforesaid County of San Mateo, or upon the day when the aforesaid levy was made, under and by virtue of the hereinbefore mentioned execution, or had at any time since, or now has : To have and to hold the said above granted and described tracts of land and premises, and every part and parcel thereof, with the rights, privileges, hereditaments, and appurtenances thereto belonging, or in any wise appertaining, unto the said party of the second part, his heirs and assigns forever, as fully and absolutely as the said party of the first part, in his official capacity of sheriff as aforesaid, and under the authority aforesaid, may, can, or ought to grant, sell, or convey the same.

In witness whereof, the said party of the first part has hereunto set his hand and seal, the day and year first above written.

JOHN W. ACKERSON, [L. S.]

Signed, sealed, and delivered,  
in the presence of  
A. B. }

Sheriff, &c.

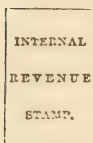
Acknowledgment and Recording.—See Form No. 71.

Stamps.—See Form No. 399.

### No. 458.

Deed of Real Estate, sold for Non-payment of State and City and County Taxes, for the Fiscal Year 1863-64.

This indenture, made and entered into this      day of      , in the year of our Lord one thousand eight hundred and sixty-four (A. D. 1864), between Charles R. Story, Tax Collector of the City and County of San Francisco, State of California, party hereto of the first part, and Martin Pluckett, of the same place, party hereto of the second part, witnesses: That whereas E. H. Washburn, heretofore and at the time of the levy, publication, and sale hereinafter spoken of, Tax Collector of the City and County of San Francisco, by virtue of, and in conformity with, an Act of the Legislature of the State of California, entitled "An Act to Provide Revenue for the Support of the Govern-



ment of this State," approved April 29th, 1857; and the several acts amendatory thereof and supplementary thereto, as well as the other statutes and laws of the State of California, applicable, did, on the third Monday in October, 1863, levy upon the property of which description is first hereinafter given in this deed, for taxes due to the State of California, and to the City and County of San Francisco, together with the costs and charges due thereon: That said property was assessed for the fiscal year ending June 30th, A. D. 1864, at dollars, to John Doe and to all owners and claimants, known or unknown, and to all owners and claimants of any interest, present or future, therein, or any lien upon the same, and that the same was liable and subject to taxation. That said taxes were levied upon it according to law: That said taxes were not and had not been paid, and, at the time of the sale hereinafter spoken of, still remained due and unpaid: That publication of the intention to sell for the taxes was made, as provided by law: That in said publication was given the names of the owners, when known, of all the real estate, together with such a condensed description of the property that it might easily be known; and also, a similar condensed description of any real estate assessed to unknown owners; and also, the name of every party delinquent for any tax on personal property; and also, opposite each name or description, was given the amount of taxes, including the costs, as provided by law, due from each delinquent person or property: That said publication was made by one insertion one time per week, for three successive weeks, in a supplement to the *Daily Evening Journal*, a public newspaper, published in the City and County of San Francisco: That said insertions were made and published, one on the 23d day of November, A. D. 1863; one on the 30th day of November, A. D. 1863; and one on the 7th day of December, A. D. 1863: That said publication did designate the time and place of commencing the sale, which time was not less than twenty-one days, nor more than twenty-eight days, from the first appearance of the publication, and the place so designated was in front of the City and County Court House, in said city and county: That the property assessed, levied upon, and advertised, situate, lying, and being within the City and County of San Francisco, and described thus:



[*Description.*]

was by the said E. H. Washburn, Tax Collector of the City and County of San Francisco, on the      day of December, A. D. 1863 (to which day the sale was duly postponed), in accordance with law, offered at public auction, in front of the City and County Court House, in said city and county, and that at said auction William Bidwell was the bidder who was willing to take the least quantity or smallest portion of the said land and pay the taxes and costs thereon (including the \$2 for the certificate of sale), which taxes, costs, and certificate amounted to      dollars.

That the said smallest quantity of the said land, as is hereinafter described, to wit:

[*Description.*]

was by the said E. H. Washburn, Tax Collector as aforesaid, struck off to the said William Bidwell, who paid the full amount of the taxes and costs, and thereupon became the purchaser of the last-described piece or parcel of land; and whereas, no person has redeemed the property aforesaid during the time allowed by law for its redemption; and whereas, the said William Bidwell heretofore, to wit: on the      day of      , A. D. 1864, duly transferred his certificate of said sale, and all his right, title, and interest therein and under the same, to said Martin Pluckett, as appears by an assignment now on file in my office, in said city and county.

Now, therefore, this indenture witnesseth: That I, Charles R. Story, Tax Collector as aforesaid, by virtue and in pursuance of the statutes in such cases made and provided, for and in consideration of the sum of      dollars, to me in hand paid, the receipt of which is hereby acknowledged, have granted, bargained, sold, conveyed, and confirmed, and by these presents do grant, bargain, sell, convey, and confirm unto the aforesaid Martin Pluckett, and to his heirs and assigns forever, the said property, as fully and absolutely as I, Charles R. Story, Tax Collector as aforesaid, may or can lawfully sell and convey the same, that is to say, all that lot, piece, or parcel of land, above and last described in this deed. Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, as well in law as in



equity, of the said John Doe, and of all owners and claimants thereof, known or unknown, and of all owners and claimants of any interest, present or future, therein, or any lien upon, in, or to the above-described premises, and every part and parcel thereof, with the appurtenances, or which he or they had or possessed on the day of said levy or assessment.

To have and to hold, all and singular the above last mentioned and described premises, together with the appurtenances thereof, unto Martin Plackett, the said party of the second part, and his heirs and assigns forever.

In witness whereof, I have hereunto set my hand and seal, in the city and county aforesaid, the day and year first above written.

CHARLES R. STORY,

Tax Collector of the City and County of San Francisco.

(Seal of Tax Collector.)

Witness, H. Brookes.

State of California,  
City and County of San Francisco, } ss.

On this      day of      , A. D. (1864) one thousand eight hundred and sixty-four, before me, H. Brookes, a Notary Public in and for said city and county, residing therein, duly commissioned and sworn, personally appeared the within-named Charles R. Story, known to me to be the tax collector of said city and county, whose name is subscribed to the annexed instrument, as a party thereto, he being personally known to me to be the individual described in, and who executed, the foregoing instrument, and subscribed his name thereto as tax collector, and he duly acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

In testimony whereof, I have hereunto set my hand, and affixed my official seal, at my office in the City and County of San Francisco, the day and year last above written.

H. BROOKES,

Notary Public.

(Notarial Seal)

Acknowledgment and Recording — See Form No. 71.

Stamps. — See Form No. 399.

No. 459.

BLANK PUBLISHED.

## Deed—Warranty against Grantor.

This indenture, made the *eleventh* day of *June*, in the year of our Lord one thousand eight hundred and sixty-four, between

INTERNAL
REVENUE
STAMP.

*Chailette Russell, of the County of Mendocino, State of California, the party of the first part, and Abner H. Butt, of the City and County of Sacramento, State of California, the party of the second part, witnesses: That the said party of the first part, for and in consideration of the sum of eight hundred and ninety-six dollars, gold coin of the United States of America, to her in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed, and confirmed, and by these presents does grant, bargain, sell, alien, remise, release, convey, and confirm unto the said party of the second part, and to his heirs and assigns forever, all*

## [Description.]

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, *claim of homestead*, property, possession, claim, and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in, or to the said premises, and every part and parcel thereof, with the appurtenances. To have and to hold, all and singular the said premises, together with the appurtenances, unto the said party of the second part, his heirs and assigns forever. And the said party of the first part, for *herself* and her heirs, executors, and administrators, does hereby covenant and agree, to and with the said party of the second part, his heirs, executors, administrators, and assigns, that *she* has not made, done, committed, executed, or suffered any act or acts, thing or things whatsoever, whereby or by means whereof the said premises, or any part or parcel thereof, now are, or at any time here-

after shall or may be impeached, charged, or encumbered, in any manner or way whatsoever.

In witness whereof, the said party of the first part has hereunto set *her* hand and seal, the day and year first above written.

*Charlotte Russell.* [L. S.]

Signed, sealed, and delivered, in the presence of

*H. H. Bancroft.*

*W. H. Knight.*

**Acknowledgment.**—See Form No. 71.

**Blanks.**—These are printed on sheets of flat cap.

**Recording.**—See Form No. 71.

**Stamps.**—see Form No. 399.

---

### No. 460.

BLANK PUBLISHED.

#### Deed—Warranty against Grantor.

Same Form as No. 459.

**Blanks.**—These are printed on sheets of folio post.

---

### No. 461.

BLANK PUBLISHED.

#### Deed--Warranty against Grantor.

Same Form as No. 459.

**Blanks.**—These are printed on sheets of folio post, and have a very large space for the description of property.

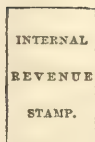
---

### No. 462.

BLANK PUBLISHED.

#### Deed—Warranty against Grantor.—Another Form.

This indenture, made the *eleventh* day of *June*, in the year of our Lord one thousand eight hundred and sixty-*four*, between *Wm.*



*Liam Glasby, of the City and County of San Francisco, State of California, the party of the first part, and Felix Byrne, of said city and county, the party of the second part, witnesses: That the said party of the first part, for and in consideration of the sum of one thousand dollars, gold coin of the United States of America, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed, and confirmed, and by these presents does grant, bargain, sell, alien, remise, release, convey, and confirm unto the said party of the second part, and to his heirs and assigns forever, all that certain lot, piece, or parcel of land, situate, lying, and being in the said City and County of San Francisco, State of California, and bounded and particularly described as follows, to wit:*

[*Description.*]

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and also, all the estate, right, title, interest, *claim of homestead*, property, possession, claim, and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in, or to the said premises, and every part and parcel thereof, with the appurtenances. To have and to hold, all and singular the said premises, together with the appurtenances, unto the said party of the second part, his heirs and assigns forever. And the said party of the first part, for himself and his heirs, executors, and administrators, does hereby covenant and agree, to and with the said party of the second part, his heirs, executors, administrators, and assigns, that he has not made, done, committed, executed, or suffered, any act or acts, thing or things whatsoever, whereby or by means whereof the said premises, or any part or parcel thereof, now are, or at any time hereafter shall or may be impeached, charged, or encumbered, in any manner or way whatsoever.

In witness whereof, said party of the first part has hereunto set his hand and seal, the day and year first above written.

*William Glasby.* [L. S.]

Signed, sealed, and delivered, in the presence of

*Theodore Limes.*  
*Friedrich Eldridge.*

**Acknowledgment.**—See Form No. 71.

**Blanks.**—These are printed on sheets of flat cap.

**Recording.**—See Form No. 71.

**Stamps.**—See Form No. 399.

### No. 463.

BLANK PUBLISHED.

#### Deed—Warranty against Grantor.

Same Form as No. 462.

**Blanks.**—These are printed on sheets of folio post.

### No. 464.

BLANK PUBLISHED.

#### Deed—Warranty against Grantor.

Same Form as No. 462.

**Blanks.**—These are printed on sheets of folio post, and have a very large space for the description of property.

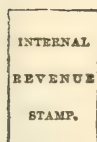
### No. 465.

BLANK PUBLISHED.

#### Deed—Warranty against Grantor.—Another Form.

This indenture, made the *thirteenth* day of *May*, in the year of our Lord one thousand eight hundred and sixty-four, between &





*E. Allen, of the County of Trinity, State of California, the party of the first part, and A. J. Loomis, of said county, the party of the second part, witnesses: That the said party of the first part, for and in consideration of the sum of one hundred and fifty dollars, gold coin of the United States of America, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed, and confirmed, and by these presents does grant, bargain, sell, alien, remise, release, convey, and confirm unto the said party of the second part, and to his heirs and assigns forever, all those certain lots, pieces, or parcels of land, situate, lying, and being in the Town of Weaverville, in said County of Trinity; State of California, and bounded and particularly described as follows, to wit:*

[Description.]

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

And, also, all the estate, right, title, interest, *claim of homestead*, property, possession, claim, and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in, or to the said premises, and every part and parcel thereof, with the appurtenances.

To have and to hold, all and singular the said premises, together with the appurtenances, unto the said party of the second part, his heirs and assigns forever. And the said party of the first part does hereby covenant that he will warrant and defend his right, title, and interest in and to the said premises, against the acts and deeds of the said party of the first part, and all persons claiming by, from, under, or through the said party of the first part, unto the said party of the second part, his heirs and assigns forever.

In witness whereof, the said party of the first part has hereunto set his hand and seal, the day and year first above written.

*E. J. Allen* [L. S.]

Signed, sealed, and delivered, in the presence of

*John Murphy.*  
*Richard Clifford.* }

**Acknowledgment.**—See Form No. 71.

**Blanks.**—These are printed on sheets of flat cap.

**Recording.**—See Form No. 71.

**Stamps.**—See Form No. 399.

### No. 466.

BLANK PUBLISHED.

#### Deed—Warranty Against Grantor.

Same Form as No. 465.

**Blanks.**—These are printed on sheets of folio post.

### No. 467.

BLANK PUBLISHED.

#### Deed—Warranty Against Grantor.

Same Form as No. 465.

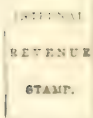
**Blanks.**—These are printed on sheets of folio post, and have a very large space for the description of property.

### No. 468.

BLANK PUBLISHED.

#### Deed--Warranty Against Grantor.—Another Form.

This indenture, made the *thirteenth* day of *May*, in the year of our Lord one thousand eight hundred and sixty-four, between *A. C. Bush, of the Town of Shasta, County of Shasta, State of California, the party of the first part, and Charles McDonald, of said town, the party of the second part, witnesses: That the said party of the first part, for and in consideration*



of the sum of *six hundred and eighty-eight* dollars, *gold coin* of the United States of America, to *him* in hand paid, by the said *party* of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed, and confirmed, and by these presents *does* grant, bargain, sell, alien, remise, release, convey, and confirm unto the said *party* of the second part, and to *his* heirs and assigns forever, all

[*Description.*]

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

And also, all the estate, right, title, interest, *claim of homestead*, property, possession, claim, and demand whatsoever, as well in law as in equity, of the said *party* of the first part, of, in, or to the said premises, and every part and parcel thereof, with the appurtenances.

To have and to hold, all and singular the said premises, together with the appurtenances, unto the said *party* of the second part, *his* heirs, and assigns forever. And the said *party* of the first part *does* hereby covenant, that *he* will warrant and defend *his* right, title, and interest in and to the said premises, against the acts and deeds of the said *party* of the first part, and all persons claiming by, from, under, or through the said *party* of the first part, unto the said *party* of the second part, *his* heirs and assigns forever.

In witness whereof, the said *party* of the first part has hereunto set *his* hand and seal, the day and year first above written.

*E. E. Bush.* [L. s.]

Signed, sealed, and delivered in the presence of

*Homer A. Cuttiss.*

*James Keen.*

**Acknowledgment.**—See Form No. 71.

**Blanks.**—These are printed on sheets of flat cap.

**Recording.**—See Form No. 71.

**Stamps.**—See Form No. 399.

No. 469.

BLANK PUBLISHED.

Deed—Warranty Against Grantor.

Same Form as No. 468.

**Blanks.**—These are printed on sheets of folio post.

No. 470.

BLANK PUBLISHED.

Deed—Warranty Against Grantor.

Same Form as No. 468.

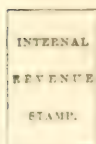
**Blanks.**—These are printed on sheets of folio post, and have a very large blank space for the description of property.

No. 471.

BLANK PUBLISHED.

Deed—Warranty against Grantor.—Another Form.

This indenture, made the *fourteenth* day of *May*, in the year of our Lord one thousand eight hundred and sixty-four, between *E. H. Pierce and S. J. Clark, both of the Town of Quincy, County of Plumas, State of California, parties of the first part, and L. B. Charles, of said town, the party of the second part,* witnesses: That the said parties of the first part, for and in consideration of the sum of *ten thousand and thirty-one* dollars, *gold coin* of the United States of America, to *them* in hand paid by the said party of the second part, at or before the encasing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said party of the second part, *his* heirs, executors, and administrators, forever released and discharged





therefrom, by these presents, have granted, bargained, sold, aliened, remised, released, conveyed, and confirmed, and by these presents do grant, bargain, sell, alien, remise, release, convey, and confirm unto the said party of the second part, and to his heirs and assigns forever, all

[*Description.*]

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof. And also all the estate, right, title, interest, *claim of homestead*, property, possession, claim, and demand whatsoever, as well in law as in equity, of the said parties of the first part, of, in, and to the said premises, and every part and parcel thereof, with the appurtenances.

To have and to hold the said premises, with the appurtenances, unto the said party of the second part, his heirs and assigns, to his and their own proper use, benefit, and behoof forever, And the said parties of the first part, for themselves and their heirs, executors, and administrators, do hereby covenant, promise, and agree, to and with the said party of the second part, his heirs and assigns, that the said party of the second part, his heirs and assigns, shall and may, at all times hereafter, peaceably and quietly have, hold, use, occupy, possess, and enjoy the said premises, and every part and parcel thereof, with the appurtenances, without any let, suit, trouble, molestation, eviction, or disturbance of the said parties of the first part, their heirs and assigns, or of any other person or persons lawfully claiming or to claim the same, by, from, or under them or any of them. And that the same now are free, clear, discharged, and unencumbered, of and from all former and other grants, trusts, uses, titles, charges, estates, judgments, taxes, assessments, and encumbrances, of what nature or kind soever, had, made, committed, done, or suffered by the said parties of the first part, or any other person lawfully claiming or to claim the said premises by, from, or under them.

And also, that the said parties of the first part, and their heirs, and all and every person or persons whomsoever, lawfully or equitably deriving any estate, right, title, or interest of, in, or to the said



premises, by, from, under, or in trust for            them, shall and will, at any time or times hereafter, upon the reasonable request and at the proper costs and charges in the law of the said partyu of the second part, *his* heirs and assigns, make, do, and execute, or cause to be made, done, and executed, all and every such further and other lawful and reasonable acts, conveyances, and assurances in the law, for the better and more effectually vesting and confirming the premises hereby granted, or so intended to be, in and to the said partyu of the second part, *his* heirs and assigns forever, as by the said partyu of the second part, *his* heirs or assigns, or *his* or their counsel learned in the law, shall be reasonably advised or required.

And the said parties of the first part, and *their* heirs the said premises, and every part and parcel thereof, with the appurtenances, unto the said partyu of the second part, *his* heirs and assigns, against the said parties of the first part, and *their* heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, by, through, or under            them or any of them, shall and will warrant and by these presents forever defend.

In witness whereof, the said parties of the first part have hereunto set *their* hands and seals, the day and year first above written.

*E. H. Pierce.* [L. s.]

*S. J. Clark.* [L. s.]

Signed, sealed, and delivered, in the presence of }

*W. S. Price.*

*L. F. Gate.*

**Acknowledgment.**—See Form No. 71.

**Blanks.**—These are printed on sheets of folio post.

**Recording.**—See Form No. 71.

**Stamps.**—See Form No. 399.

---

No. 472.

BLANK PUBLISHED.

### Warranty Deed.

This indenture, made the *fourteenth* day of *May*, in the year of our Lord one thousand eight hundred and sixty-four, between



*H. Elkins, of La Grange, County of Stanislaus, State of California, the party of the first part, and E. Basse and George W. Bianch, both of Knight's Ferry, county aforesaid, the parties of the second part, witnesses: That the said party of the first part, for and in consideration of the sum of five hundred and eighty-nine dollars, gold coin of the United States of America, to him in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed, and confirmed, and by these presents does grant, bargain, sell, alien, remise, release, convey, and confirm unto the said parties of the second part, and to their heirs and assigns forever, all*

[Description.]

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof: and also all the estate, right, title, interest, *claim of homestead*, property, possession, claim, and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in, or to the said premises, and every part and parcel thereof, with the appurtenances. To have and to hold, all and singular the said premises, together with the appurtenances, unto the said parties of the second part, and to their heirs and assigns forever. And the said party of the first part, and his heirs, the said premises, in the quiet and peaceable possession of the said parties of the second part, their heirs and assigns, against the said party of the first part, and his heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will warrant, and by these presents forever defend.

In witness whereof, the said party of the first part has hereunto set his hand and seal, the day and year first above written.

*H. Elkins.* [L. S.]

Signed, sealed, and delivered, in the presence of

*John Reedy.*  
*J. L. Geach.* }

**Acknowledgment.**—See Form No. 71.

**Blanks.**—These are printed on sheets of flat cap.

**Recording.**—See Form No. 71.

**Stamps.**—See Form No. 399.

### No. 473.

BLANK PUBLISHED.

### Warranty Deed.

Same Form as No. 472.

**Blanks.**—These are printed on sheets of folio post.

### No. 474.

BLANK PUBLISHED.

### Warranty Deed.

Same Form as No. 472.

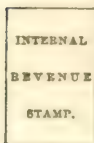
**Blanks.**—These are printed on sheets of folio post, and have a very large blank space for the description of property.

### No. 475.

BLANK PUBLISHED.

### Warranty Deed.—Another Form.

This indenture, made the *fourteenth* day of *May*, in the year of our Lord one thousand eight hundred and sixty-four, between *B. G. Hailkitt of Yuba City, County of Sutter, State of California*, and *J. Louis Wilkes, of said Yuba City, the parties of the first part*, and *A. E. Wileaxen, of said Yuba City*, the party of the second part, witnesses: That the said parties of the first part, for and in consideration of the sum of *eleven thousand and*



*five hundred* dollars, *gold coin* of the United States of America, to *them* in hand paid by the said *party* of the second part, the receipt whereof is hereby acknowledged, *have* granted, bargained, sold, aliened, remised, released, conveyed, and confirmed, and by these presents do grant, bargain, sell, alien, remise, release, convey, and confirm unto the said *party* of the second part, and to *his* heirs, and assigns forever, all *these* certain lots, pieces, or parcels of land, situate, lying, and being in the said *Yuba City*, in the said County of *Sutter*, State of California, and bounded and particularly described as follows, to wit :

[*Description.*]

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof. And also, all the estate, right, title, interest, *claim of homestead*, property, possession, claim, and demand whatsoever, as well in law as in equity, of the said *parties* of the first part, of, in, or to the said premises, and every part and parcel thereof, with the appurtenances. To have and to hold, all and singular the said premises, together with the appurtenances, unto the said *party* of the second part, *his* heirs and assigns forever. And the said *parties* of the first part and *their* heirs, the said premises, in the quiet and peaceable possession of the said *party* of the second part, *his* heirs and assigns, against the said *parties* of the first part and *their* heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will warrant, and by these presents forever defend.

In witness whereof, the said *parties* of the first part *have* hereunto set *their* hands and seals, the day and year first above written.

*B. G. Huilbutt.* [L. s.]

*By D. D. Stewart, his Attorney in fact*

*J. Louis Wilber.* [L. s.]

*By D. D. Stewart, his Attorney in fact*

Signed, sealed, and delivered, in the presence of

*P. E. Kennard.*

*Robert Dinsmore.*

**Acknowledgment.**—See Form No. 71.

**Blanks.**—These are printed on sheets of flat cap.

**Recording.**—See Form No. 71.

**Stamps.**—See Form No. 399.

### No. 476.

BLANK PUBLISHED.

### Warranty Deed.

Same Form as No. 475.

**Blanks.**—These are printed on sheets of folio post.

### No. 477.

BLANK PUBLISHED.

### Warranty Deed.

Same Form as No. 475.

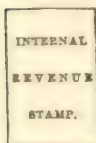
**Blanks.**—These are printed on sheets of folio post, and have a very large space for the description of property.

### No. 478.

BLANK PUBLISHED.

### Warranty Deed.—Full Covenant.

This indenture, made the *thirteenth* day of *May*, in the year of our Lord one thousand eight hundred and sixty-four, between



*Walter B. Lyon, of Iowa Hill, County of Placer, State of California, and William Sexton, of Auburn, county aforesaid, the parties of the first part, and Eugene A. Phelps, of Forest Hill, county aforesaid, and Thomas Jamison,*



*of Poverty Bar, county aforesaid*, the parties of the second part, witnesses : That the said parties of the first part, for and in consideration of the sum of *five thousand six hundred and eight* dollars, *gold coin* of the United States of America, to *them* in hand paid by the said parties of the second part, at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, and the said parties of the second part, *their* heirs, executors, and administrators, forever released and discharged therefrom, by these presents, *have* granted, bargained, sold, aliened, remised, released, conveyed, and confirmed, and by these presents do grant, bargain, sell, alien, remise, release, convey, and confirm, unto the said parties of the second part, and to *their* heirs and assigns forever, all

[*Description.*]

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

And also, all the estate, right, title, interest, *claim of homestead*, property, possession, claim, and demand whatsoever, as well in law as in equity, of the said parties of the first part of, in, and to the said premises, and every part and parcel thereof, with the appurtenances.

To have and to hold, all and singular the said premises, with the appurtenances, unto the said parties of the second part, *their* heirs and assigns, to their own proper use, benefit, and behoof, forever.

And the said parties of the first part, for *themselves* and *their* heirs, executors, and administrators, do hereby covenant, promise, and agree, to and with the said parties of the second part, *their* heirs and assigns, that the said parties of the first part, at the time of the sealing and delivery of these presents, *are* lawfully seized in *their own right* of a good, absolute, and indefeasible estate of inheritance, in fee-simple, of and in all and singular the said premises, with the appurtenances, and *have* good right, full power, and lawful authority, to grant, bargain, sell, and convey the same, in the manner aforesaid. And that the said parties of the second part, *their* heirs and assigns, shall and may, at all times hereafter, peaceably and quietly have, hold,

use, occupy, possess, and enjoy the said premises, and every part and parcel thereof, with the appurtenances, without any let, suit, trouble, molestation, eviction, or disturbance of the said parties of the first part, *their* heirs or assigns, or of any other person or persons lawfully claiming or to claim the same; and that the same now are free, clear, discharged, and unencumbered, of and from all former and other grants, trusts, uses, titles, charges, estates, judgments, taxes, assessments, and encumbrances, of what nature or kind soever.

And also, that the said parties of the first part, and *their* heirs, and all and every person or persons whomsoever, lawfully or equitably deriving any estate, right, title, or interest, of, in, or to the said premises, by, from, under, or in trust for                    them, shall and will at all time or times hereafter, upon the reasonable request, and at the proper costs and charges in the law, of the said parties of the second part, *their* heirs and assigns, make, do, and execute, or cause to be made, done, and executed, all and every such further and other lawful and reasonable acts, conveyances, and assurances in the law, for the better and more effectually vesting and confirming the premises hereby granted, or so intended to be, in and to the said parties of the second part, *their* heirs and assigns forever, as by the said parties of the second part, *their* heirs or assigns, or                    their counsel learned in the law, shall be reasonably advised or required: And the said parties of the first part, for *themselves* and *their* heirs, the said premises, and every part and parcel thereof, with the appurtenances, unto the said parties of the second part, *their* heirs and assigns, against the said parties of the first part, and *their* heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

In witness whereof, the said parties of the first part have hereunto set *their* hands and seals, the day and year first above written.

*Walter B. Lyon.* [L. S.]

*William Sexton.* [L. S.]

Signed, sealed, and delivered, in the presence of

*Henson Hazell.*

*A. H. Goodrich.*

**Acknowledgment.**—See Form No. 71.

**Blanks.**—These are printed on sheets of folio post.

**Recording.**—See Form No. 71.

**Stamps.**—See Form No. 399.

---

### No. 479.

#### Warranty Deed.—Covenant against Nuisances.

This indenture, made the twenty-third day of September, in the year of our Lord one thousand eight hundred and sixty-four, between

INTERNAL  
REVENUE  
STAMP.

John Smith, of the City and County of San Francisco, State of California, the party of the first part, and Thomas Jones, of the same place, the party of the second part, witnesses: That the said party of the first part, for and in consideration of the sum of one thousand dollars, gold coin of the United States, to him in hand paid by the said party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said party of the second part, his heirs, executors, and administrators, forever released and discharged from the same by these presents, has granted, bargained, sold, aliened, remised, released, conveyed, and confirmed, and by these presents does grant, bargain, sell, alien, remise, release, convey, and confirm unto the said party of the second part, and to his heirs and assigns forever, all

[*Description.*]

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest,

property, possession, claim, and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in, and to the same, and every part and parcel thereof, with the appurtenances. To have and to hold the said premises, with the appurtenances, unto the said party of the second part, his heirs and assigns, to his and their own proper use, benefit, and behoof forever.

And the said party of the first part, for himself, his heirs, executors, and administrators, does hereby covenant, grant, and agree to and with the said party of the second part, his heirs and assigns, that the said party of the first part, at the time of the sealing and delivery of these presents, is lawfully seized in his own right of a good, absolute, and indefeasible estate of inheritance, in fee-simple, of and in all and singular the above granted and described premises, with the appurtenances, and has good right, full power, and lawful authority to grant, bargain, sell, and convey the same in manner aforesaid; and that the said party of the second part, his heirs and assigns, shall and may, at all times hereafter, peaceably and quietly have, hold, use, occupy, possess, and enjoy the above-granted premises, and every part and parcel thereof, with the appurtenances, without any let, suit, trouble, molestation, eviction, or disturbance of the said party of the first part, his heirs or assigns, or of any other person or persons lawfully claiming or to claim the same; and that the same now are free, clear, discharged, and unencumbered, of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments, and encumbrances, of what nature or kind soever. And also, that the said party of the first part, and his heirs, and all and every person or persons whomsoever, lawfully or equitably deriving any estate, right, title, or interest, of, in, or to the said premises, by, from, under, or in trust for him or them, shall and will, at any time or times hereafter, upon the reasonable request, and at the proper costs and charges in the law, of the said party of the second part, his heirs and assigns, make, do, and execute, or cause to be made, done, and executed, all and every such further and other lawful and reasonable acts, conveyances, and assurances in the law, for the better and more effectually vesting and confirming the premises hereby granted, or so intended to be, in and to the said party of the second part, his heirs and assigns forever, as by the said party of the second part, his heirs or assigns, or his or their counsel learned in the law, shall be reasonably advised or required: And the said party of the first part, his heirs, the said premises, and every part and parcel thereof, with the appurtenances, unto the said party of the second part, his heirs and assigns, against the said party of the first part, and his heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim



the same, shall and will warrant, and by these presents forever defend.

And the said party of the second part, for himself, his heirs, and assigns, does hereby covenant to and with the said party of the first part, his heirs, executors, and administrators, that neither the said party of the second part, nor his heirs or assigns, shall or will, at any time hereafter, erect any buildings within forty feet of the front of said lot except of brick or stone, with roofs of slate or metal; and will not erect or permit, upon any part of the said lot, any slaughter-house, smith-shop, forge, furnace, steam-engine, brass foundry, nail or other iron factory, or any manufactory of gunpowder, glue, varnish, vitriol, ink, or turpentine, or for the tanning, dressing, or preparing skins, hides, or leather, or any brewery, distillery, or any other noxious or dangerous trade or business.

In witness whereof, the parties to these presents have hereunto interchangeably set their hands and seals, the day and year first above written.

JOHN SMITH. [L. S.]

THOMAS JONES. [L. S.]

Signed, sealed, and delivered, in the presence of }  
WM. COOKE. }

**Acknowledgment and Recording.**—See Form No. 71.

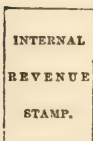
**Stamps.**—See Form No. 399.

---

No. 480.

### Deed of a Water-Course.

This indenture made, &c., between A. B., of, &c., of the first part, and C. D., of, &c., of the second part: Whereas the said parties, at the time of the sealing and delivery of these presents, are respectively seized in fee of and in two contiguous tracts, pieces, or parcels of land, with the appurtenances, in the County of \_\_\_\_\_ aforesaid; and whereas, there is a dam and race, or water-course, erected and made in





and upon a certain stream of water known as \_\_\_\_\_, within the land of the said party of the first part, for the purpose of furnishing water for a flouring-mill, erected on the land of the said party of the first part, and owned by him: Now, therefore, this indenture witnesses: That the party of the first part, for and in consideration of the sum of \_\_\_\_\_ dollars, gold coin of the United States, to him in hand paid by the party of the second part, at or before the sealing and delivery hereof (the receipt whereof he does hereby acknowledge), has granted, bargained, sold, released, and confirmed, and by these presents does grant, bargain, sell, release, and confirm unto the said party of the second part, his heirs and assigns, all the water of the said stream of water, which may or can be led and conveyed from the easterly side of the said dam, in a race or flume, to be constructed at the cost, charge, and expense of the party of the second part, four feet in width and four feet in depth, measuring from the surface of the embankment forming the said dam. To have and to hold all and singular the said easement, &c.

Acknowledgment and Recording.—See Form No. 71.

Stamps.—See Form No. 399.

---

DEFAULT.—See DISTRICT COURT.

DEPOSITION.—See DISTRICT COURT.

DEPUTY COUNTY CLERK.—See APPOINTMENT.

DEVISE AND BEQUEST.—See WILL.

DIPLOMA.—See SCHOOL.

DISSOLUTION OF PARTNERSHIP.—See NOTICE.







151121

LAW LIBRARY  
UNIVERSITY OF CALIFORNIA  
LOS ANGELES

JAN 21 1953







UC SOUTHERN REGIONAL LIBRARY FACILITY



AA 000 791 622 4



